

KERALA STATE ELECTRICITY BOARD LIMITED

Corporate Office (SCM)

Vydhyuthi Bhavanam,
Pattom
Thiruvananthapuram 695 004



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PURCHASE ORDER

From

The Deputy Chief Engineer(SCM)
with Powers of Chief Engineer

To

M/s.Castle Paper Products Pvt Ltd,
C-9,1/487,Sidco Industrial Estate,
West Hill,Calicut- 673 005.

| | |
|------------------|----------------------|
| P.O.No. | SCM.65/2014-15/3343 |
| Date | 21/10/2014 |
| P.O. type | Supply |
| P.O. type | New |
| Reference file | SCM/TA.41/GI/2013-14 |
| Security Deposit | Rs.5,00,000/- |

Sirs,

Sub:- Supply of spot bill forms and receipt forms free of cost for a period of one year -
regarding

- Ref:-
- 1) This office Tender No.SCM/8/2014-15 dated 27.06.2014
 - 2) Your offer dated 30.7.2014
 - 3) Your letter dated 20.8.2014
 - 4) Proceedings of the Purchase Committee dated 17.10.2014(Agenda item No.54/14-15)

Your offer to supply the material is accepted as detailed in Annexure-I & II appended. Please effect the supply according to the instructions given in this order.

A copy of this order attached, is to be attested by you on all pages in token of acceptance and returned for incorporation in the contract agreement.

This Purchase Order contains 9 pages serially numbered from page 1 of 9 to page 9 of 9 and signed by the Deputy Chief Engineer(SCM) with Powers of Chief Engineer on all pages.

Yours faithfully,

Sd/-

Deputy Chief
Engineer(SCM) with Powers of Chief Engineer

- Acc: 1.Copy of Order
2. Annexure I - Schedule of Payment to KSEB Limited
3. Annexure II - Special Instructions
4. Agreement Format

Copy to:

- 1) The Secretary (Administration), KSE Board, Thiruvananthapuram.
- 2) The Resident Audit Officer, Vidyuthi Bhavanam, Thiruvananthapuram
- 3) The Financial Adviser, KSE Board, Thiruvananthapuram
- 4) The Accountant General, Kerala.
- 5) The Chief Engineer, Distribution (South/Central/North)
- 6) All Deputy Chief Engineers, Electrical Circles
- 7) TA to Chairman & Managing Director/ TA to Director (Distribution & Safety)/PA to Director (Finance)
- 8) The Assistant Executive Engineer, Sub Regional Store,
TVPM(Urban)/TVPM(Rural)/Kollam/Kottarakkara/Pathanamthitta/Pala/Kottayam/

Alappuzha/Haripad/Thodupuzha/Ernakulam/Perumbavoor/Thrissur/Irinjalakuda/

Palakkad/Shornur/Manjeri/Vadakara/Kozhikode/Tirur/Kalpetta/Kannur/Kasargod

and

Sreekandapuram: **You are requested to forward the details of monthly receipt of forms to this office.**

The forms shall be issued on first in first out basis. Assistant Executive Engineers must confirm that only approved advertisement is printed in the forms.

- 9) Stock file/File.

ANNEXURE –I
AMOUNT TO BE PAID TO KSEB LIMITED AS PART OF REVENUE FROM
ADVERTISEMENT

| Sl.No | Region | Item | Quantity in lakh nos | Amount per lakh forms in (Rs) | Total amount (Rs.) |
|--|-----------------|----------------|----------------------|-------------------------------|--------------------|
| 1 | Southern Region | Spot bill form | 219.83 | 1100 | 241813 |
| | | Receipt form | 234.72 | 100 | 23472 |
| 2 | Central Region | Spot bill form | 242.82 | 1100 | 267102 |
| | | Receipt form | 251.85 | 100 | 25185 |
| 3 | Northern Region | Spot bill form | 356.10 | 1100 | 391710 |
| | | Receipt form | 356.30 | 100 | 35630 |
| Grand total Rs. | | | | | 9,84,912.00 |
| Rupees Nine lakh eighty four thousand nine hundred and twelve only | | | | | |

Sd/-

Deputy Chief Engineer(SCM)
with Powers of Chief Engineer

Annexure-II
Special Instructions

1.Scope: -

This order covers the supply of Spot bill forms and Receipt forms for a period of one year **on free of cost** by meeting the expenses of paper and printing through advertisement in the specified space of spot bill forms and receipt forms for the use of various offices of KSEB Ltd under Southern, Central and Northern regions as per the Specification and Monthly Supply Schedule given in this order and its guarantee for satisfactory performance for a period of 12 months from the date of receipt of materials by the Consignees at Sub Regional Stores.

This contract will be governed by the Board's tender specification, terms and conditions in the tender document (Tender No.SCM/8/2014-15 dated 27.06.2014), General Conditions of Contract (Ele.189), all related correspondence and this order. In case there is any disparity between the terms and conditions of this order and aforesaid specifications and offer, the terms and conditions stated herein shall prevail. None of the conditions stated in your offer or in subsequent letters shall be deemed to be accepted unless specifically stated herein also.

2. Rate details: -

The spot bill forms and receipt forms are to be supplied free of cost by the supplier. The materials are to be delivered at Sub Regional Stores. Unloading of materials at destination station is the responsibility of the supplier. The supplier is permitted to publish advertisement in the specified space of the spot bill forms / receipt forms and give KSEB Limited, a part of the income generated from this, as detailed below:

| Sl.No | Region | Item | Quantity in lakh nos | Amount per lakh forms in (Rs) | Total amount (Rs.) |
|-------|-----------------|----------------|----------------------|-------------------------------|--------------------|
| 1 | Southern Region | Spot bill form | 219.83 | 1100 | 241813 |
| | | Receipt form | 234.72 | 100 | 23472 |

| | | | | | |
|------------------------|-----------------|----------------|--------|------|--------------------|
| 2 | Central Region | Spot bill form | 242.82 | 1100 | 267102 |
| | | Receipt form | 251.85 | 100 | 25185 |
| 3 | Northern Region | Spot bill form | 356.10 | 1100 | 391710 |
| | | Receipt form | 356.30 | 100 | 35630 |
| Grand total Rs. | | | | | 9,84,912.00 |

3. Consignee:-

The Assistant Executive Engineer, Sub Regional Store at destination station is the Consignee as far as this order is concerned.

4. Remittance of Income from advertisement: -

The amount offered by the supplier as part of the income generated from advertisement, corresponding to the scheduled supply for a month shall be remitted every month in the office of the Deputy Chief Engineer(SCM) with Powers of Chief Engineer through DD/RTGS. This shall commence within 3 months from the date of Purchase Order and to be remitted every month thereafter. Delay in payment will attract penal interest @ 1.5% per month. For this purpose, period less than 15 days will not be counted and delay of 15 days and above will be counted as one month.

5. Advertisement:-

The advertisement proposed may be submitted to this office and it will be scrutinized by the PURCHASE COMMITTEE of the Board and only approved advertisement will be allowed.

6. Period of contract:-

The period of contract of supply is **12** months from the scheduled date of commencement (from 1.02.2015 to 1.2.2016) of supply as per Purchase Order which can be extended for one more year provided both parties agree.

7. Agreement : -

A contract agreement should be executed by you within 15 days of receipt of this order in the prescribed form in Kerala Government Stamp Paper worth Rs.100/- along with Security Deposit as referred below.

8. Security Deposit: -

An amount of Rs.5,00,000/-(Rupees Five Lakh only) shall be furnished towards Security Deposit in the form of Demand Draft drawn in favour of the the Deputy Chief Engineer(SCM) with Powers of Chief Engineer. Security Deposit can also be furnished in the form of Bank Guarantee issued by a Nationalized/ Scheduled Bank other than Indus Ind Bank Limited in favour of the the Deputy Chief Engineer(SCM) with Powers of Chief Engineer. Security Deposit shall be kept valid during the entire guarantee period.

The Security Deposit shall, subject to the conditions specified herein, be returned to the supplier within three months after the expiry of the guarantee period. But in the event of any dispute arising between the Board and the supplier, the Board shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages costs, charges and expenses as may be claimed.

9.Delivery period and Schedule: -

Delivery should commence within three months from the date of Purchase Order (on or before 1.02.2015) and to be completed within one year thereafter. The spot bill forms and receipt forms shall be delivered to various SRS of KSEB Limited as per the monthly schedule of quantity to the consignees noted below.

| Name of Sub Regional Store (Destination) | Spot Bill Form (Quantity in Nos.) | Receipt Form (Quantity in Nos.) |
|---|--|--|
| <u>Southern Region</u> | | |
| Thiruvananthapuram (Urban) | 4,00,000 | 4,00,000 |
| Thiruvananthapuram (Rural) | 2,90,000 | 3,10,000 |
| Kollam | 2,62,500 | 2,83,300 |
| Kottarakkara | 2,37,700 | 3,12,700 |
| Pathanamthitta | 2,50,000 | 2,50,000 |
| Pala | 1,41,700 | 1,50,000 |
| Kottayam | 2,50,000 | 2,50,000 |
| <u>Central Region</u> | | |
| Alappuzha | 2,12,000 | 2,33,300 |
| Haripad | 1,71,500 | 2,15,500 |
| Thodupuzha | 2,66,700 | 2,83,300 |
| Ernakulam | 2,92,000 | 3,05,400 |
| Perumbavoor | 3,83,300 | 4,50,000 |
| Thrissur | 4,07,200 | 3,80,300 |
| Irinjalakuda | 2,90,800 | 2,30,800 |

| <u>Northern Region</u> | | |
|-------------------------------|----------|----------|
| Palakkad | 3,25,000 | 3,25,000 |
| Shornur | 2,50,000 | 2,50,000 |
| Manjeri | 3,95,000 | 3,95,000 |
| Vadakara | 3,00,000 | 3,00,000 |
| Kozhikode | 4,16,700 | 4,16,700 |
| Tirur | 3,50,000 | 3,50,000 |
| Kalpetta | 2,08,300 | 2,08,300 |
| Kannur | 2,22,500 | 2,24,200 |
| Kasargod | 2,58,300 | 2,58,300 |
| Sreekandapuram | 2,41,700 | 2,41,700 |

10. Sample Approval:-

70 GSM white paper shall be of good quality like TNPL or SPB used for printing. The sample shall be forwarded to this office for approval before starting the supply. Advertisement on top of spot bill forms shall be designed so that the font used shall be substantially lower than the font used for KSEB Limited.

11. Packing and Despatch: -

The supply shall conform to the accepted samples and specification as per this order. Supplies which do not conform to the accepted samples and specification will be rejected by the Consignee and will have to be taken back and replaced by the supplier. The following information shall be furnished with the consignment.

- 1.Name of Consignee
- 2.Details of consignment
- 3.Destination
- 4.The package should be marked 'ORUMA' for identification

12. Guarantee: -

The materials offered should be guaranteed for a period of 12 months from the date of acceptance by the consignee. Any defective or damaged material shall be replaced by the supplier to the Board and to the full satisfaction of the Board during the guarantee period.

13. FAILURE OF CONTRACT:-

In case , after having made partial supplies, fail to fulfill the contract in full or any of the materials is not supplied, such supplies may at the discretion of the purchasing officers be arranged by means of another bid / quotation , and the loss if any, caused to the Board

thereby shall, together with such sums as may be fixed by the Board towards damages, be recovered from the defaulting contractor. Even in case where no alternative purchases are arranged for the materials not supplied, the proportionate portion of the security deposit based on the materials not supplied shall be forfeited and the balance alone shall be refunded.

The Purchaser without prejudice to the conditions laid in the general conditions of contract may terminate this contract, if the supplier fails to commence the supply within the stipulated time or fails to perform any other obligations under this contract or does not cure its failure within a period allowed by the purchaser after the receipt of the default notice from the purchaser. After termination of contract, Board will have liberty to arrange alternate purchase of the materials at the risk and cost of the supplier.

In the event of default on supply as ordered / failure to supply within the period stipulated in this order, the security deposit will be forfeited in respect of such belated supplies. In such cases the Board or the Deputy Chief Engineer (SCM) with Powers of Chief Engineer has the option to refuse or accept the delayed supply.

In case of any default in the execution of contract, the Board makes purchases in open market after negotiation or after inviting fresh bid and settling any of such bids the contractor will be liable to pay the Board the extra costs incurred by the Board and also other expenses defrayed.

14. Force Majeure Conditions: -

The supplier will not be liable for any liquidated damages for such delay due to force majeure conditions such as acts of god, acts of public enemy, act of government, fire, floods, epidemics, quarantine, restrictions, riots, civil commotion and freight embargo, provided that supplier notify within 10 days from the beginning of such delay due to force majeure conditions, with valid proof for force majeure conditions. The Board will verify that fact on merit and grant suitable extensions of delivery period if facts justify.

15. Termination:-

The purchaser without prejudice to the conditions laid in the General Conditions of Contract may terminate this contract, if the supplier fails to complete the supply within the stipulated time or fails to perform any other obligations under this contract or does not rectify the defects/cure its failure within a period allowed by the purchaser after the receipt of the default notice from the Purchaser.

16. Corrections and Omissions: -

Specification, quantities, rates etc. noted in the schedule are subjected to corrections. Errors or omissions, if any will be intimated to or by the supplier within 10 days from the date of this order.

17. Transportation: -

The supplier shall take all precautionary measures for the safe handling, loading, transportation, unloading etc.

18. Bankers: -

Our Bankers are State Bank of Travancore.

19. Invoice: -

Invoice in triplicate should be drawn and forwarded to the respective Assistant Executive Engineers (Consignees) of the concerned Sub Regional Stores and to this office simultaneously.

20. Taxes and duties:-

All taxes and duties applicable to this contract shall be remitted by the supplier.

The supplier shall invariably furnish an undertaking in Kerala Govt. stamp paper worth Rs.100/- that if any dispute on payment of taxes and duties occurs in future, the firm shall indemnify the Board from such liabilities. The firm will also be liable for the additions, loss or cost on account of such discrepancies/ dispute.

21. Jurisdiction: -

The courts situated at the place where the head quarters of the Board is situated viz. Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal proceedings pertaining to the contract.

22. Governing Conditions: -

This order shall only be governed by the conditions stated herein and in the tender notification issued by the Board. None of the conditions stated in your offer or in subsequent letters shall be deemed to be accepted unless specifically stated herein also.

Sd/-

Deputy Chief Engineer (SCM)
with Powers of Chief Engineer