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KERALA WATER AUTHORITY

No. KWA/PHC/TSR/D1/2057/2020

Office of the Superintending Engineer,
P.H. Circle, Thrissur - 1
Date: 08.01.2024

From

The Superintending Engineer

To

The Executive Engineer
P.H. Division,
Kerala Water Authority
Irinjalakuda.

Sir,

Sub : JJM - Padiyur Grama Panchayath - Providing FHTCs to Rural Households,
Retrofitting and Augmentation of existing Water supply schemes - Fifth
Supplemental Agreement forwarding of - reg.


Ref: 1. Agreement No. 24/SE/PHC/TSR/2020-21 dated 16.02.2021.

2. That office letter No D4-2896/2020 dated 19.05.2023.

Supplemental Agreement for extra items executed by M/s Stev and Jols Project Solutions Private Limited, C-1/403,404, Fourth Floor, Highland Park, Shastri Nagar, Mulund Colony, Mulund (W), Mumbai - 400082 for the subject work with imposing fine of Rs.2000/- (Rupees Two Thousand only) is forwarded herewith for further necessary action. Please acknowledge receipt. **You are directed to collect fine through CB2 or to default from CC bill.**

Yours faithfully,

Acc: Supplemental Agreement in original - 1 No


Superintending Engineer

Copy to copy of agreement forwarded to M/s Stev and Jols Project Solutions Private Limited, C-1/403,404, Fourth Floor, Highland Park, Shastri Nagar, Mulund Colony, Mulund(W), Mumbai - 400082

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CF 677135

**5th SUPPLEMENTAL AGREEMENT TO
AGREEMENT No. 24/SE/PHC/TSR/2020-2021 FOR WORKS FOR EXTRA ITEMS.**

THIS SUPPLEMENTAL AGREEMENT executed on this the 08th day of January Two Thousand and Twenty Four (2024) by M/s Stev and Jols Project Solutions Private Limited, C-1/403,404, Fourth Floor, Highland Park, Shastri Nagar, Mulund Colony, Mulund (W), Mumbai - 400082 (hereinafter referred to as the contractor) of the one part and the Superintending Engineer, Kerala Water Authority, P.H.Circle, Thrissur which expression shall include his heirs, executors and administrators permitted assigns in favour of the Managing Director, KWA, Thiruvananthapuram (hereinafter referred to as "The Authority")

WHEREAS the contractor has executed an agreement bearing. 24/SE/PHC/TSR/2020-2021 Dated 16.02.2021 (hereinafter referred to as the principal agreement) for the work of "JJM - Padiyur Grama Panchayath - Providing FHTCs to Rural Households, Retrofitting and Augmentation of existing Water supply schemes" with the authority and has agreed to complete the said work on or before 31.03.2021 in connection with the Principal agreement.

CONTRACTOR

SUPERINTENDING ENGINEER
Kerala Water Authority
Public Health Circle, Thrissur
SUPERINTENDING ENGINEER

Contd.2...

1/02/2024/2/18-12-2023/1450/

S.F.V. & TOLS-PROJ.F.T.

SOLUTIONS-PROJ.LTD. MUMBAI
C.M. CHANDRASEKHARAN
VENDOR NO-3
CHALAKUDY



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CF 677136

WHEREAS the contractor could not complete the work within period as specified in the principal agreement and extended time of completion up to 31.12.2021 vide 1st supplemental agreement dated 07.07.2022, extended time of completion up to 31.03.2022 vide 2nd supplemental agreement dated 07.07.2022, extended time of completion up to 20.06.2022 vide 3rd supplemental agreement dated 23.02.2023 & further extended time of completion up to 31.03.2023 vide 4th supplemental agreement dated 04.07.2023.

WHEREAS certain extra items have been sanctioned vide this office order No. KWA/PHC/TSR/D1/2057/2020 dated 02.09.2023 to be carryout for proper completion of the said works as provided in the said agreement and the contractor has agreed the same. But there was a delay in executing the supplement Agreement. Hence 5th supplemental agreement for extra item is executed with imposing a fine of Rs. 2000/- (Rupees Two Thousand only).

CONTRACTOR

SUPERINTENDING ENGINEER
Kerala Water Authority
Public Health Circle, Thrissur
SUPERINTENDING ENGINEER

Contd..3...

No 20253/19.12.2023 B 59
STEY. 2.70 LS-PROJECT
SOLUS 10 RS-PVF LTD MUMBAI

C.M. CHANDRAN
VENDOR NO 8
CHALAKUDY



LHM George



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CF 677137

And WHEREAS the parties have agreed in the manner herein after appearing.

1. The contractor shall execute the said extra items ordered to be carried out in the said order at the rate arrived at as described in the GO (P) No. 188/PW/72 dated 07.09.1972 a copy of which signed by the contractor and the Superintending Engineer is attached here subject to all the other conditions prescribed in the principal agreement.
2. The contractor shall not claim any enhanced rate of compensation whatsoever for or on account of such extra items due to increase in rate of labour or materials or on any other ground.

CONTRACTOR

SUPERINTENDING ENGINEER
 Kerala Water Authority,
 Public Works
 SUPERINTENDING ENGINEER

Contd.4...

Nb 20254/18.12.2023 B 54
 SFEV. 270LS-PROBE CT
 SOLUTIONS PVT. LTD MUMBAI



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CF 677138

3. The decision of the Superintending Engineer regarding the rates and the amount payable for extra items shall be final and legally binding on the contractor and cannot be questioned by the contractor in any other manner what so ever.

As modified above the principal agreement shall be as remain full force and effects. The witnesses whereof has hereunto set his hands the day and year first above written.

In the presence of witnesses.

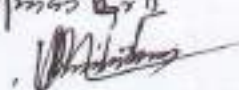

Contractor

- 1.
2. *Ummekrishnan AK D/mas Go R* 

Signed by Smt. Suma P.A, Superintending Engineer, KWA, P. H Circle, Thrissur.

In the Presence:


SUPERINTENDING ENGINEER
Kerala Water Authority
P. H. Circle, Thrissur
Superintending Engineer

- 1.
2. *Ummekrishnan AK D/mas Go R* 

No 2029 of 18.12 215/454
STFY. 7 TOLS-PRJECT
SOLSI 104c PVT-LTD-MUMBAI

CHANDRA SHEKHAN
ENDOR.NO-8
CHALAKUDY



**KERALA WATER AUTHORITY
P.H.CIRCLE, THRISSUR**

**Name of Work: JJM - Padiyur Grama Panchayath - Providing FHTCs to Rural Households,
Retrofitting and Augmentation of existing Water supply schemes**

SCHEDULE FOR APPROVED ESTIMATE FOR EXTRA ITEMS

Sl. No.	Description	Quantity	Unit	Rate	Amount
1	Cutting the bituminous / concrete roads with cutting machine for a minimum depth of 200mm along the sides of proposed alignment of the pipe to be laid without causing any damage to other utilities, including the charges for hire and conveyance of tools and plant, cost of consumables and charges for lighting, watching, ribbon fencing, caution boards, traffic diversion, and as per the direction of departmental officers etc. complete, before carrying out the demolition of bituminous / concrete road by mechanical means and carrying out the excavation.	113.900	m	29.88	3403.33
2	Taking connection from the existing line of size upto 110 mm for connecting to the branch line using PVC/GI/MS Saddle or Tee and specials including cost of saddle / Tee, all labour charges, necessary earth work excavation and refilling, bailing out water, providing fencing and caution boards etc.	8.000	No	712.86	5702.88
	Total				9106.21


Contractor


Superintending Engineer
SUPERINTENDING ENGINEER
Kerala Water Authority
Public Health Circle, Thrissur