

**ABSTRACT OF AGREEMENT**

1. Agreement No. : 28/SE/PHC/TVLA/2023-2024
2. Date of Agreement : 20.07.2023
3. Name of Work : JIM - RWSS at Velloochira. Pt-Laying of pumping, Gravity Main and providing Distribution Lines and 3950 PHTCs (Velloochira-1000nos, Nannimoochi-350nos, Pachurampalli-300nos) including restoration works.
4. Tender No. : E-tender No.05/2023-24/KWA/PHC/TVLA(GI-17384/2022)(RT-I) with due date 26.04.2023.
5. Name & address of Contractor : M/s. Straits Projects Private Limited, Plot No 34, Dewaniath Enclave, Dammalguda, Hyderabad - 500062.
6. Administrative Sanction : GO(R)/No. 489/2021/WRD & GO(R)/No.134/2022/WRD Dated-18.09.2021 of Rs.6198.83 Lakhs
7. Technical Sanction : No.WRD/KWA-CH(SR)/EST\_TS/17384/2022\_26\_1\_1 Dated: 11.03.2023 (Register No. 16029/2022-2023) of Chief Engineer (SR) Rs.4016.00 Lakh
8. Value of work tendered : Rs. 33,75,21,970/-
9. Accepted PAC of work : Rs. 35,77,37,244/-+GST (5.99% aboveTPAC)
10. Date of work order : 22.05.2023
11. Period of completion : 15 months from the date of agreement
12. Performance Guarantee  
(Required value (3% of APAC)- Rs.1,78,86,862/-): As per the interim order of Hon'ble High Court vide WPC) No. 22253 of 2023(F) dated: 07.07.2023, ordered to reduce 3% of APAC, i.e. Rs.1,07,32,117/- bond executed on 19.07.2023.
  - (1) Treasury Saving deposit of Rs.53,66,100/- vide certificate No.JL767837 (A/c No.799010502502814) dated 19.07.2023 from District Treasury, Kollam (301) is pledged to SE, P.T.Circle PTA, KWA, TVLA.
  - (2) Bank guarantee of Rs.53,66,100/-vide BG No-417BG01231960002 from Yes Bank, Secunderabad Branch dated: 15.07.2023

(Total value submitted: Rs. 1,07,32,200/-)

## 13. Additional Performance Guarantee

(Required value - Rs.1,75,506/-) : Treasury Saving deposit of Rs.1,75,600/- vide certificate No.JL767438 (A/c No.799010502502827) dated 19.07.2023 ( District Treasury, Kollam (301) is pledged to SE, P.H.Circle, P.O. KWA, TVLA. \*

14. Fine for late execution of agreement: (1) Vide judgement dated 07.07.2023 of WYC) 22253 of (Vide clause 7.21.2 of NIT Vol-1) 2023(F) the date of execution of agreement is extended for 7 days.

(2) Vide judgement dated 11.07.2023 of 22253 of 2023(F) the date of execution of agreement is further extended for further 10 days.

**Hence fine is not imposed**

15. Details of Stamp paper submitted by the contractor (Required stamp paper value i.e. 0.1% of APAC, subject to max. amount of Rs. 1,00,000/-) i.e. Rs. 1,00,000/-

No. C940387 - Rs.25,000/-

No. C 940388 - Rs.25,000/-

No. C 940389 - Rs.25,000/-

No. C 940390 - Rs.25,000/-

**TOTAL - Rs.1,00,000/-**

  
SUPERINTENDING ENGINEER

Copy to the Executive Engineer, P.H. Division, Pathanamthitta

Copy of Agreement to : The Contractor

Copy of Agreement to : The file

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹. 25000

पच्चीस हजार रुपये



Rs. 25000

TWENTY FIVE THOUSAND RUPEES

കേരളം KERALA

C 940367

**AGREEMENT NO. 28/SE/PHC/TVLA/2023-2024 FOR WORKS**

CONTRACT AGREEMENT entered into this the 20<sup>th</sup> day of July Two thousand and Twenty Three (20.07.2023) between M/s. Strafa Projects Private Limited, Plot No 34 , Eswaraiyah Enclave , Dammaiguda, Hyderabad - 500062 of the one part and the Superintending Engineer, P.H.Circle, Pathanamthitta, Kerala Water Authority, Thiruvalla for and on behalf of the Kerala Water Authority of the other part for the work of "JIM - RWSS to Vechoochira Ft-Laying of pumping, Gravity Mains and providing Distribution Lines and 3950 FHTCs (Vechoochira-1600 nos, Naranamoozhi-350nos, Pazhavangadi-2000nos) including restoration works" by the former for the use of the Kerala Water Authority as per accompanying agreement, plan, specifications and conditions of contract approved by the Superintending Engineer, P.H.Circle Pathanamthitta, Thiruvalla Kerala Water Authority.

  
CONTRACTOR

  
SUPERINTENDING ENGINEER

(Distt. 2)

  
18 JUL 2023

No: 5497 Rs. 25000  
M 107/2023 Plot No 34, Eswaraiyah Enclave, Dammaiguda  
M/s Strafa projects pvt ltd  
G. SIVAKUMAR  
VENDOR

रु.  
25000

पच्चीस हजार रुपये



Rs.  
25000

TWENTY FIVE THOUSAND RUPEES

കേരളം കേരल KERALA

C 940388

Signed and delivered by the above mentioned  
in the presence of witness:

1. \_\_\_\_\_
2. \_\_\_\_\_

Signed and delivered by the Superintending Engineer, P.H.Circle  
Pathanamthitta, K.W.A., Thiruvalla for and on behalf of the Kerala Water  
Authority.

In the presence of witness:

1. Taj S Hamed clerk \_\_\_\_\_
2. Vinayaki S. Dinesh B \_\_\_\_\_



**SUPERINTENDING ENGINEER**  
**PUBLIC HEALTH CIRCLE PATHANAMTHITTA**



No: 6498 RE: M/s Steel Projects Pvt Ltd  
19/07/2023 Plot No 34, Esuvayal,  
Erilave, Ramnaguda

**C. SIVAKUMAR**  
**VENDOR**

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C 940389

AGREEMENT NO. 28/SE/PHC/TVLA/2023-2024 FOR WORKS

"JIM - RWSS to Vechoochira Pt-Laying of pumping, Gravity Mains and providing Distribution Lines and 3950 FHTCs (Vechoochira-1600 nos, Naranamoochi-350nos, Pazhavangadi- 2000nos) including restoration works"

  
~~CONTRACTOR~~

  
SUPERINTENDING ENGINEER

  
14.24.2024  
TOLLAN

M/S Sreeja Projects Pvt Ltd  
NO. 6499 Rs. 2000 Plot No 34, Esubarackal  
19/07/2023 Erclavt, Komrainguda.

C. SIVAKUMAR  
VENDOR



കേരളം കേരള KERALA

C 940390

**AGREEMENT NO. 28/SE/PHC/TYLA/2023-2024 FOR WORKS**

*"L1M- RWSS to Vechoochira Pt-Laying of pumping, Gravity Mains and providing Distribution Lines and 3950 FHTCs (Vechoochira-1500 nos, Naranamoozhi-350nos, Pazhavangadi- 2000nos) including restoration works"*

  
CONTRACTOR

  
SUPERINTENDING ENGINEER

No. ~~1552~~ 1552 — Rs. ~~25000~~ 25000 PLO/NO 94  
19/07/2023 Esuvaraiyali Enclave  
Kannur District Kerala  
M/s Steefa Projects Pvt Ltd  
C. SIVAKUMAR  
VENDOR













## RATE OF PROGRESS

The following rate of progress proportional value of work done from time to time, as will be indicated by the Executive Engineer's certificates of the value of work done will be required.

Date of commencement of this programme will be date on which the site (or premises) is handed over to the contractor.

Period after date of commencement. (1)	Percentage of work completed (based on contract lump-sum amount) (2)
	

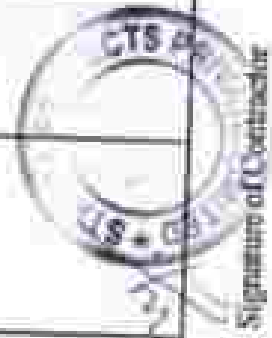
Note: The periods to be entered in column (1) for the purpose of defining the rate of progress may be fixed by the Executive Engineer to suit each case.

## SCHEDULE -A SCHEDULE RATES AND APPROXIMATE QUANTITIES

(a) The quantities given here are those upon which the lump-sum tender cost of the work is based but they are subject to alterations, omissions, deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates stated below are those governing payment for extra or deductions or omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the Malwa. Detailed Standard Specifications and other conditions or specifications of this contract.

(b) It is to be expressly understood that the measured work is to be taken as (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the Executive Engineer and the cost calculated by measurement or weight at the respective prices without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for work in situ and complete in every respect.

Item No.	Probable quantity*		Description of work	M.D.S.S. No.	Rate		Unit in word	Amount	
	Figures				Words	Figures Rs. Ps.		Rs. Ps.	


  
 Signature of Contractor

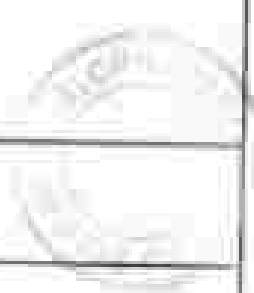
Date: \_\_\_\_\_

\*Note: The second sub-division of this column (i.e. column 3) is for entering description in words such as numbers, cubic feet, kg, etc.

NOTE: The second sub-division of this column (i.e. column 3) is for entering description in words such as numbers, cubic feet, kg, etc.

**SCHEDULE - B**

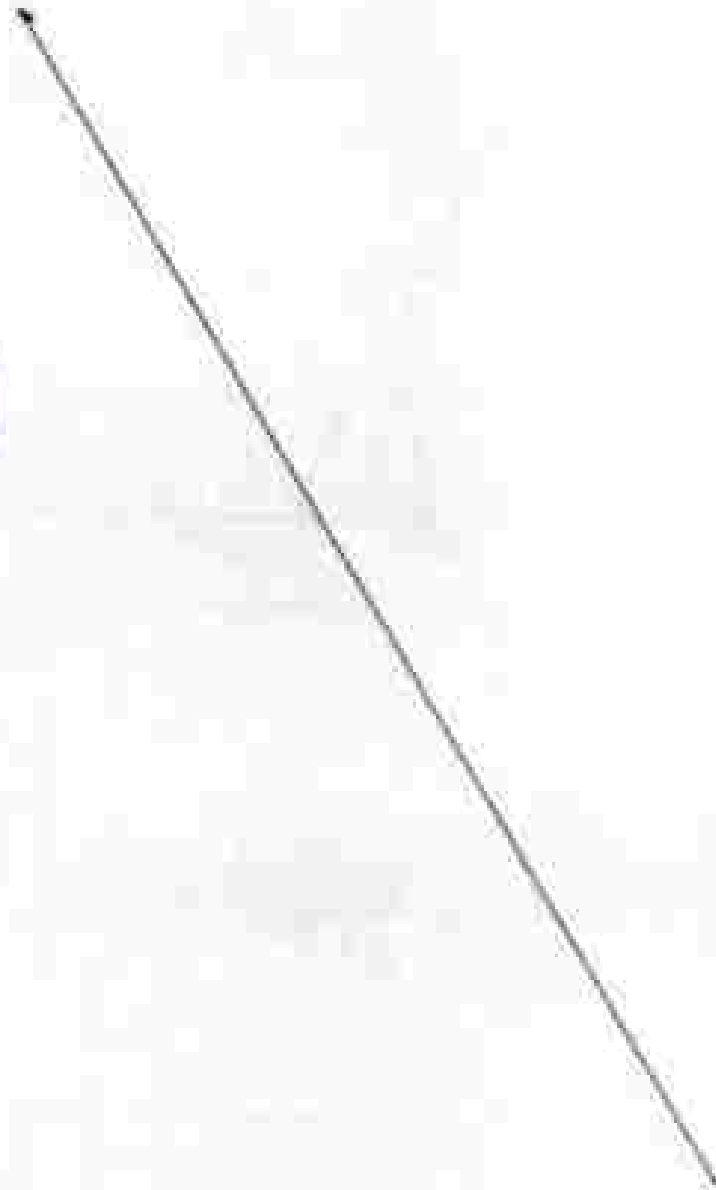
LIST OF DRAWINGS		SUPPLEMENTAL LIST				
Note: All drawings to be signed by the contractor as well as the officer entering into the contract		As referred to the specifications (including the Preliminary specification of the Materials Detailed standard specifications)				
Sl. No.	Drawing number	Description	Sl. No.	Drawing number	Description	Date on which the drawing was supplied



Date: \_\_\_\_\_

# SCHEDULE - C

LIST OF SPECIFICATIONS FOR THE VARIOUS ITEMS OF WORKS  
SUPPLEMENTING THOSE DESCRIBED IN SCHEDULE-A BY STANDARD  
SPECIFICATION NUMBERS



### DESCRIPTIVE SPECIFICATION SHEET

	1	2	3	4	5
		<b>MATERIALS</b>			
		(i) Size alternative to standard specification size if size prescribed <b>MORTARS AND CONCRETE</b> (ii) Mixes prescribed if deviation from standard specification (iii) Masonry joint thickness and deviations.	Source from which item is to be obtained	Approximate load	Remarks
1. LIME 2. SAND 3. PORTLAND CEMENT 4. SAND FOR MORTAR WORKS 5. SAND FOR FILLING IN 6. SANDS FOR REBELLING AND DISPOSAL OF SURPLUS* 7. BROKEN STONE FOR CONCRETE, REINFORCED CONCRETE ETC. 8. BROKEN STONE FOR ROAD WORKS 9. BROKEN BRICK 10. GRIT 11. QUARRY RUBBISH 12. TROUGH STONES, JEDDY STONE ETC. 13. FLOORING STONE 14. CUT STONE 15. CHALK/SHALE SLABS 16. CORRUGATED ROOFING - Deviations in gauge 17. BRICKS (wall) 18. BRICKS (barn) (barn) (barn) 19. BRICKS (barn) (barn) (barn) 20. BRICKS (barn) (barn) (barn) 21. BRICKS (barn) (barn) (barn) 22. BRICKS (barn) (barn) (barn) 23. BRICKS (barn) (barn) (barn) 24. BRICKS (barn) (barn) (barn) 25. BRICKS (barn) (barn) (barn) 26. BRICKS (barn) (barn) (barn) 27. BRICKS (barn) (barn) (barn) 28. BRICKS (barn) (barn) (barn) 29. BRICKS (barn) (barn) (barn) 30. BRICKS (barn) (barn) (barn)					



\*In case in remarks column where excess earth required for filling is to be obtained from and where excess soil, if any, is to be carted or conveyed to.

DESCRIPTIVE SPECIFICATION SHEET (Cont'd)

1	2	3	4	5
<p>                     1. Paved cemental tiles etc.                      Fresh water                      2. Order classes of wood                      3. Proposals for doors, windows etc. **                      4. Standard forms of furniture #                      5. Paints                      6. Tiles                      7. Wood of                      8. Diameter (Beams) and number of coats                      9. Steel, R.I. Beams etc.                      10. Iron works for jail cells ventilators, door, lock,                      11. doors, cages, barriers etc. \$                      12. Cast iron                      13. Lime mortar                      14. Surti mortar                      15. Plastering                      16. Terrace work                      17. Deviations, if any and proportions, if such work                      18. required for any stages.                      19. Plastering @                      20. Concrete broken stone in lime mortar                      21. Concrete broken stone in surti mortar                      22. Reinforced cement concrete                      23. Brick work or masonry joint thickness                      24. Floor surfacing                 </p>				

- \*\* Enter if deviation from standard specification procedure and if iron or brass.
- # These will usually be purchased from jails - vide current price list for same.
- \$ Enter if these are to be supplied from the Central Jail and if so where contractor shall take delivery of same.
- @ Pointing - State if to be done as per 'Remarks on pointing' in Madras Detailed Standard Specification and included in masonry rate.  
 Deviations in plaster thickness, if any. State with lime mortar, or such mortar, or cement mortar and proportions.

## CONDITIONS OF CONTRACT

1. The person whose tender may be accepted shall, before the date fixed for commencing the work, if so required sign an agreement and a bond of which forms are deposited in the Executive Engineer's Office and shall pay for all stamps and legal expenses incident thereto, and he shall deposit in treasury chests a sum amounting (five) 5 per cent on the cost of the work undertaken by him as security for the due performance of his contract. All damages payable by the contractor under the terms of his contract may be deducted by the Executive Engineer therefrom, or paid by the sale or assignment of a sufficient part of the security deposited from the interest of any such Government of India security, or from any other sums due, or which may become due to him by the Government.
2. In every case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposit the Executive Engineer shall have power either to annul the contract altogether or to have the work completed without further notice at the contractor's risk or expense as he may deem best suited to the interest of the Government and the contractor shall have no claim to compensation for and loss that may occur from any materials he may have collected or engagements he may have entered in to on account of his work and in the latter case the Executive Engineer shall have power to deduct whatever amount may be expended on the completion of the work, from any sums that may be due or become due from the Government to the contractor on account of this or any other work or recover such sums from him and his assets movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as if they were arrears of land revenue or otherwise as Government may choose. And in case the contract shall be annulled under the provisions aforesaid the contractor shall not be entitled to receive or be paid any sum for any work theretofore actually performed under this contract unless and until the Executive Engineer shall have certified the performance of such work and the value thereof, and he shall only be entitled to be paid the value so certified.
3. In the event of the Executive Engineer's ceasing to have the power vested in him under the preceding clause, he may, if he so requires it, take possession of all tools, materials and stores or any portion thereof, and the works were to be performed or in other cases of the Government adjoining thereto, paying or allowing for the same in

accordance with the contract rates or if not specially provided for there in at current market rates, whenever the contractor may be required to remove such tools, plant, materials or stores from the premises, and in the event of his failing to do so, the Executive Engineer may remove them at the contractor's expense or sell them by auction on account of the contractor.

(The Executive Engineer is fully empowered to devote all or such portion as may be requisite, if any guarantee or reserve fund or any money is due to or may become due to the contractor. For this or any other work or making good, but or in different work as the part of the contractor in such manner as he may think desirable.)

4. If the contractor shall be hindered in the execution of his work so as to necessitate an extension of time allowed for its completion, he shall apply in writing to the Executive Engineer, who shall, if reasonable grounds be shown authorising such extension of time if any, as may, in his opinion, be necessary and without such written authority of the Executive Engineer, the contractor shall not be exempt from the damages liable if the work or any part or parts thereof be not completed within the prescribed time.
5. On completion of work, the contractor shall be furnished with a certificate to that effect by the Executive Engineer but no work shall be considered as complete until the contractor shall have removed all scaffolding, surplus materials and rubbish and cleared off the site from all wood work doors, windows, walls or other parts to any building he may have been employed upon for repairs or other work, nor until the work shall have been measured by the Executive Engineer whose measurement shall be binding and conclusive, after the delivery of a notice in writing to the contractor or his agent forty eight hours before the time appointed by the Executive Engineer for measuring the work if the contractor shall fail to clear the work as herein provided before completion and delivery, he shall forfeit all claims to surplus materials and the work shall be cleared by the Executive Engineer at the expense of the contractor shall clear the work.
6. No payment shall be made for work estimated to cost not more than rupees five hundred until after the work have been completed and approved. However, in case of the work estimated to cost more than rupees five hundred the contractor shall





receive a monthly payment to such extent as the works may be approved and passed under a certificate by the Executive Engineer. However, all such intermediate payments shall be regarded as payments on account to be covered by the final bill for the complete work, and not as payments for the work actually done and completed. The final bill shall be submitted by the contractor within one month of the completion of the work otherwise the Executive Engineer's certificate of the measurement shall be accepted as final and binding on all parties.

7. A bill shall be submitted by the contractor each month for all work executed in the previous month in accordance with the terms of the specification and the Executive Engineer shall take the requisite measures for having the same tested and the claim as far as administratively possible if possible before the expiry of ten days from the presentation of the bill should the contractor be unable to prepare the bill himself. The Executive Engineer shall direct a subordinate to examine up the work performed in the presence of the contractor, whose counter signature to the measurement list will be a sufficient warrant to the Executive Engineer to prepare the bill for him from that list.
8. No work will be paid for unless thoroughly good and fully in accordance with the specification, and should through inadvertence bad work be passed and paid for it will nevertheless be perfectly competent for the Executive Engineer to strike the same out of the account at any future time and recover the value of any such provision as or at the time of granting the final certificate.
9. The bill attended to shall be submitted in exact accordance with the form supplied by the Executive Engineer and the rates at which the value of the work calculated shall be those referred in the attached schedule of rates. To allow guarantee fund being formed on the part of the Authority deduction of 10% from all payments to the contractor is to be made by the Executive Engineer at the time of payment. This guarantee fund can also be in the form of the deposited in Treasury Savings Banks equal to the amount of retention money made in favour of the Executive Engineer in charge of the work subject to the condition that if recoveries are to be made from such retention deposits interest for such recoveries for the period for which such amount become due to Authority will also be recovered from the deposits. The contractor should deposit the retention money in bank before the final bill is passed and paid. Additional retention money on the basis of the revision of probable amount of contract should also be deposited

in bank before the final bill is which such additional claim is excess of the original probable amount of contract is passed and paid but the amount to be held as retention, less the security deposit of 5% or per clause (1) shall not at any time exceed 10% of the contract amount subject to the condition that the maximum amount of total security including Earnest Money Deposit further security and the retention amounts from bills will be limited to Rs.5,00,000/- (Five lakhs) for work costing upto Rs. One crore and Rs.10,00,000/- (Ten Ten Lakhs) for works costing more than Rs. One crore if the authority executing the agreement is satisfied that the amount so retained shall cover the liabilities of the contractor. If any or far as the work does till these are concerned. The retention amount which is held as additional security will be released by officer competent to pass the final bill at his discretion after successful completion of the work to the satisfaction of the

\_\_\_\_\_ and finally taken over by the department, retaining only such amount as he may consider necessary to cover the liabilities if any of the contractor. The minimum period of retaining the security deposit is six months from the date of completion of the work. The security amount will if necessary be released earlier at the discretion of the Executive Engineer concerned provided he is convinced that the amount so per the final bill will cover all liabilities of the contractor and sends a certificate to the effect and provided further that the contractor has produced the latest clearance certificate of Income Tax and Agriculture Income Tax and Sales tax. The responsibility for the structure will rest with the contractor.

10. When an estimate provides for the use of any special description of materials to be supplied from the Executive Engineer's stores or if it is so required that the contractor shall use certain stores to be provided by the Executive Engineer a memorandum is to be attached showing the particulars of the stores the time at which they will be delivered and the place of delivery and the contractor should be supplied with materials as required from time to time to be issued by him only for the purpose of the contract. All materials supplied to the contractor shall remain the absolute property of the Authority and shall not on any account be removed from the work and shall all time be open to inspection by the Executive Engineer. The contractor shall be possible for the proper use and bear the cost of protection of same also made over to him by the Department for use on the work and keep any final than, accumulation or from their workmanship or eventual excessive use of the materials etc. from any other cause of



NOTES

1. The Agreement will be the contract.
2. The accepted tender with conditions of contract annexed should be attached to this agreement and marked as schedule 'A'.
3. The agreement should be signed by the parties in the presence of two witnesses.
4. In the event of the agreement being executed by a firm it must be signed separately by each member thereof or in the absence of any partner it must be signed on his behalf by a person holding power of attorney to do so.
5. Receipts for payments made on account of a work when executed by a firm, must also be signed by the several partners except in the case of well known and recognised firms, and except where the contractors are described in their contract as firm.
6. The amount of security to be deposited shall be 5 percent of the probable amount of contract rounded off to the next higher unit of Rs. 50 the security shall be in cash currency notes, treasury stamps or cheques drawn in a recognised bank with office in the Kenya State.

ARTICLES OF AGREEMENT made this \_\_\_\_\_  
 day of \_\_\_\_\_  
 20\_\_\_\_

BETWEEN the K.W. Authority \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the Authority which expression shall where the context so admits or implies be deemed to include their successors in office and assigns) acting for and on behalf of the K.W. Authority of the one part and

\_\_\_\_\_ (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors administrators, successors or lawful legal representatives and assigns as well) of the other part.

Where the K.W. Authority (hereinafter called the Authority are desirous of \_\_\_\_\_

\_\_\_\_\_ and have caused an estimate of probable quantities contained in schedule 'A' drawings and specifications describing the work to be done to be prepared.

And whereas the said schedule 'A' drawings (hereinafter referred to as schedule B) and the specifications (schedule C) have been signed by or on behalf of the parties hereto.

And whereas the contractor has deposited in cash /  
 Rs. \_\_\_\_\_  
 as security for the due performance of this contract.

And whereas the contractor has also signed the copy of the Madras Detailed Standard Specifications and schedule volume therein maintained in the \_\_\_\_\_ Division Office in acknowledgement of being bound by all the conditions of the clauses of the attached Preliminary Specification and all the Standard Specifications for items of works described by a Standard Specification number in schedule 'A'.

Form No. (B) 1957

K.W. AUTHORITY

Department \_\_\_\_\_

CONTRACT

And whereas the contractor has agreed to execute herein the subject to the conditions set forth in the Preliminary Specifications of the Madras Detailed Specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as "the said conditions") the works shown upon the drawings and described in the said specifications and set forth in schedule A at the "probable quantities" and comply with the rate of progress noted at the end of this Article of agreement for a sum of \_\_\_\_\_ rupees\*

or such other sum as may be arrived at under the clause of the Standard Preliminary specification relating to Payment on temporary basis or by final measurement at unit prices\*.

Now it is hereby mutually agreed as follows:

(1) In consideration of the payment of the said sum of rupees\* \_\_\_\_\_

\_\_\_\_\_ or such other \_\_\_\_\_  
 \*to be entered in words and figures.

items as may be agreed or under the clause of the Standard Preliminary Specification relating to "Payment on lump-sum basis or by final measurement of work done" the contractor will upon and subject to the said conditions execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of the probable quantities shown in schedule 'A' with such variations by way of alteration or addition to, or deletion from, the said works and method of payment thereon as are provided for in the said conditions.

(2) The term Executive Engineer, in the said conditions shall mean the Public Works Officer in charge of the \_\_\_\_\_

Division, who shall be competent to exercise all the powers and privileges reserved herein, in favour of the

Government with the previous sanction of or subject to the sanction by the \_\_\_\_\_

in cases where such sanction or ratification may be necessary.

(3) The relevant clause in Schedule Detailed Standard Specification relating to arbitration will not be applicable.

(4) Time shall be considered as the essence of the agreement and the contractor hereby agrees to commence the work as soon as this agreement is

- 1. Not of essence to be worked out if the Executive Engineer can himself carry out the contract without interference by higher authority.
- 2. Discretion of officer who is competent to approve of the contract under the Kerala P.W.D. Code.

Signature of \_\_\_\_\_  
in behalf of Authority

Signature of the contractor \_\_\_\_\_

Signature of witnesses to the Signature of the Contractor \_\_\_\_\_

accepted by competent authority as defined by the Kerala Public Works Department Code and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within

months from the date of such handing over of the site (or premises) and to show progress as defined in the tabular statement "State of progress" below. Subject nevertheless to the provisions for extension of time contained in clause 28 of the Standard Preliminary Specification.

(5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively.

(6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Executive Engineer, the security deposited by the contractor as herein before recited or such portion thereof as he may be entitled to under the said conditions shall be returned to the contractor.

I, whose name is \_\_\_\_\_

do hereby set my hand and seal \_\_\_\_\_ for and on behalf of \_\_\_\_\_ and by the order and direction of the K.W. Authority do hereby set my hand the day and year first above written.

- 1. Contractor's Name
- 2. Name and Designation

the materials so supplied the value of the quantities certified by the officers in charge as having been actually used on and for the specified and sanctioned requirements of the work including permissible percentage of wastage shall be deducted at the agreed rate of recovery entered in the memorandum referred to or in the absence of such stipulation at the book value or at current market value, whichever is higher at the time of issue from bills submitted by or payable to the contractor from or by the sale or adjustment of security deposit or a sufficient part thereof of amount balance if any at the time of the completion or determination of the contract shall if found to be retained by the Executive Engineer's contractor with the cost of materials either allowed as deficiency or unaccounted amounting as it does to an excess supply over sanctioned requirements shall be recovered at book value plus 20 per cent or current market rates whichever is higher and in addition specific penalty rates as may be fixed by the Chief Engineer in the form of departmental circular orders from time to time shall also be recovered at the discretion of the Executive Engineer and the contractor shall not be permitted to return remnants or deteriorated materials into the Executive Engineer's store or claim any compensation for loss by wastage in such materials beyond what may be allowed in the estimate it being assumed that all risk is provided for in the tender.

11. The contractor shall inevitably execute all work in the most substantial and work-man-like manner and the materials used shall be of the best description. The contractor shall also conform religiously to the drawings and specifications which from the basis of the accepted tender and other written instructions and drawings, if any relating to the work which may from time to time be issued by the Executive Engineer.
12. It shall appear to the Executive Engineer or his sub-officers in charge of the work that any work has been executed with unusual, imperfect or unskilful workmanship or with materials of an inferior description, the contractor shall on demand in writing forth with rectify same or reconstruct the same in whole or in part as the case may require at his own expense and cost and in the event of his refusal to do so within a period to be specified by the Executive Engineer or his sub-officers or if he shall fail to remove from the site of the work within a specified period any materials or articles which are considered by the same officer in command of his works, or not agreeable to the terms of the contract and to provide immediately suitable materials or articles of the same kind and quality as those specified in the contract, the contractor shall be liable for the cost of the materials for every day and

removing the same that he fails to comply with the written demand of the Executive Engineer or his sub-officers.

13. Should the Executive Engineer consider that work although not executed in strict accordance with the specifications may be allowed to stand he is empowered to pay for the same at such required rates as he may fix, for this proceeding is quite optional on his part.
14. All works under execution by contract shall at all times be open to the inspection and supervision of the Executive Engineer and his Assistant and the contractor shall always when he is not himself's present have a responsible Agent present at the work during the usual working hours and at all other times, when reasonable notice of the intention of the Executive Engineer or his Assistant to visit the work shall have been given or receive their orders and instructions either given to the contractor. Agent shall be considered to have the same force as if they had been given to the contractor himself. The appointment of an Agent and any change of Agent shall be forthwith notified by the contractor to the Executive Engineer who shall attend the approval in writing without which the appointment shall not stand.
15. The contractor shall furnish free of charge all labour and tools required for such execution of the work as the Executive Engineer at any time considers desirable failing which he may have done at the contractor's cost deducting the charges incurred from his bill.
16. The contractor shall give due notice in writing to the Executive Engineer or his assistants in measure any work which is going to be covered up or otherwise placed beyond the reach of measurements in order that the correct dimensions may be taken before being covered and must have the authority in writing of the Executive Engineer or his assistant to cover it up in default where of or the notice of the Executive Engineer (the same shall be uncovered at the contractor's expense or an allowance shall be made for such work or materials).
17. If the contractor or his work people break, damage or injure any part of a building they may be working in or any building, road, fence, enclosure or grass land or cultivated ground or if any damage shall happen to the work while in progress from any cause whatever or any imperfections become apparent or if he shall prove the same good at his own expense or in default the Executive Engineer may cause the same to be made good and deduct the expense from any sums that may be due, or to pay them themselves due to the contractor.



18. The contractor shall supply at his own cost all plant, tools, implements, ladders, tackle and scaffolding required for the proper execution of his work together with the cartage for the same to and from the work. He shall also supply without charge the requisite agency with the necessary means to set out works and to count weigh and assist in the measurement of his work or materials. He shall also provide all necessary fencing and lights and take other precautions required to protect the public from accident and shall be bound to bear the expenses or defence of any action or law proceeding that may be brought by any person for injury sustained owing to the neglect of the above precautions to and pay any damages and cost which may be awarded in consequence.
19. No work is to be done on Sundays without written permission of the Executive Engineer.
20. No contract shall be assigned or subject without the written approval of the Executive Engineer. Every contract or assigning or subletting his contract without such approval shall be considered as having thereby committed a breach of contract and the Executive Engineer may thereupon rescind the contract, and the security deposit of such contractor shall stand forfeited and be absolutely at the disposal of the Government and the contractor shall have no claim for any compensation for any loss that may accrue from materials he may have collected or engagements entered into, no shall be entitled to recover or be paid for any work heretofore actually performed under the contract.
21. In the case of partners undertaking no change in the individual of the firm shall affect the liability of the partners who may sign such tender. Any such change shall be forthwith notified by the contractor to the Executive Engineer for his information.
22. If any amount which by virtue of this contract may be due to the contractor be not claimed for payment within three months from the date on which it falls due the same will be placed in deposit account and if the amount so placed remains unclaimed for three years thereafter the contractor or others to whom it may be legally due will forfeit all the same which will be finally credited to the Government.
23. In case when materials have to be measured and paid for, the contractor shall be responsible for such materials until they are formally taken over by the Department or used in work.
24. The terms of the contract cannot be varied or reduced by any oral agreements previous or

subsequent to its signature. Any such oral agreements will be repudiated by the Department.

25. The Department does not undertake to relieve contractor from any difficulties or peculiarities arising from interference with private property in carrying out this contract.
26. In the event of it being decided by the Division Officer that for any reason such as non-availability of land and such other contingencies the work shall not be commenced shall be suspended or stopped before completion, the contractor will be paid for work actually supplied upto date of stoppage but Government will be held in no way responsible for any further liability.
27. The contractor shall, at the instance of the Engineer or other officer-in-charge of the Division remove or from the work any workman, sub-contractor or employee in his service who may be objected to for any cause. He shall not employ any person previously in the service of this Department or the Government without definite written sanction.
28. If the total amount of any bill for works done comes to Rs 50 and above in Paise Column. The same will be considered as one paper and if it is below Rs 50 it will be omitted for purpose of rounding of payments.
29. From the "on account" payment deductions shall be made by the Authority at the rate 1% of the amount of bill less cost of departmental materials supplied towards contribution of the Kerala Construction Workers Welfare Fund Board.
30. Having made myself thoroughly acquainted with the above specification and arrangement and understanding the terms thereof agree to conform thereto in all points.

ശബരിമല സർക്കാർ പണി, തിരുവനന്തപുരം, കേരളം  
 സർക്കാർ പണി, തിരുവനന്തപുരം, കേരളം  
 സർക്കാർ പണി, തിരുവനന്തപുരം, കേരളം



*(Signature)*  
 THE SUPERINTENDING ENGINEER  
 PUBLIC WORKS DEPARTMENT  
 TRIVANANTHURAM

- 3) Taj S Hand chit S
- 3) Vinayak S Onan S



**MEMO OF WORK TENDERED**


- 1. Name of work : TM - R/W to Vechachira M - Laying of Pumping Gravity main and frouting distribution line and 3850 FMC (Vechachira - 160 nos, Nardramonshi - 950 nos, Pazhavangudi 2000 nos including restoration works.
- 2. Value of work as per Specified estimate : Rs. 89,75,21,940 /-
- 3. Value of work as per accepted Tender : Rs. 35,74,37,244 /-
- 4. Date of commencement of work :
- 5. Date of completion of work : 15 months from the date of agreement



6. Details of security Deposit:  
Performance Guarantee (Required value (5% of work - Rs. 1,78,26,862/-)  
As per the Order of Hon'ble High Court vide W.P.(C) No. 22053 of 2025 (S) dated 07.07.2025 ordered to reduce 3% of work, i.e. Rs. 1,07,32,117/-

  
Signature of contractor

Date 20/7/2025

Residence  
M/s. Suya Projects Private Limited  
Plot No: 54  
Esamalah Enclave  
Dammajuda, Hyderabad  
500062

  
The Supervising Engineer  
W.P. - 22053  
14/07/2025

Witness: D. Jayas Head clerk   
 Umayak S. Dhanu S. Singh

① Treasury Saving deposit of Rs. 53,50,100/- with Certificate No. TC 387237  
(Ac. No. 00000000000000000000) dated 19.07.2023 from District Treasury, Kolar (Sol)  
Rs. pledged to Sr. P.H. Circle, PPA, Kolar, TULN

② Bank guarantee of Rs. 55,48,100/- with CG No. A13 B00123 196002 from Y/S  
Bank, Secunderabad Branch dated 15.07.2023  
(Total value submitted Rs. 1,09,33,200/-)

③ Bidder Performance Guarantee (Registered value - Rs. 1,75,500/-)  
Treasury Saving deposit of Rs. 1,75,500/- with Certificate No. TC 467004  
(Ac. No. 00000000000000000000) dated 19.07.2023 from District Treasury,  
Kolar (Sol) Rs. pledged to Sr. P.H. Circle PPA, Kolar, TULN

Details of Stamp paper submitted by the contractor is, Rs. 1,00,000/-

- No. C940387 - Rs. 25,000/-
- No. C940388 - Rs. 25,000/-
- No. C940389 - Rs. 25,000/-
- No. C940390 - Rs. 25,000/-

Total - Rs. 1,00,000/-

  
Engineer  
Kolar District  
Kolar







GOVERNMENT OF KERALA

SB FORM NO. 39

TREASURY SAVINGS BANK

TERM DEPOSIT (FIXED DEPOSIT) CERTIFICATE



Q.N. 0767839

RULE 57 NYC Vol. II

No. JL

0767839

TRUST COMPANY PRIVATE LIMITED

CANONICAL DISTRICT

Name: T  
Address:

P.O. NO. 24, EDUKKAL DAMMADOLA SECUNDARIAS

Date: 1  
NYC  
TNR

18/11/2014  
297707

₹ 5,00,000.00

₹ 5,00,000.00 - FIFTY THOUSAND SIXTY SIX THOUSAND ONE HUNDRED ONLY

at District Treasury Kollam (201)

Interest Treasury Fixed Deposit

Account Number	Principal Amount	Term	Interest	Withdrawal for on
7001080000014	₹ 5,00,000.00	9 Year, 20 Months, 2 Week, 8 Day	7.50%	18-11-2014
Principal To				

1 SUPERINTENDING ENGINEER (FC) CIRCLE 1996  
THIRUVALLA

Non-transferable



18/11/2014  
District Treasury Officer, Kollam







తెలంగాణ తేలంగానా TELANGANA

AX 380322

SL No. 3539 Date: 03-07-2023, Ra. 100/-  
Sent to: ANJANA LAKKANIGA, W/O, E. RAGHWARA RAO, R/O, HYD.  
For Whom: YES BANK LTD., RF ROAD, SEC'ABAD.

**K. RAJNIKANTH**  
LICENCE STAMP VENDOR  
L.No. 18-01-088/2012, R.No. 18-01-11/2021  
H.No. 18-2-189/A, Palam, Malakpet, Hyd.  
HYDRABAD (SOUTH DISTRICT)  
Phone: 986671424

This Non-Judicial Stamp Paper forms an integral part of the Bank Guarantee under KIRORLAGUNIBBI dated 25-06-20 issued by us in favor of the M/S SUPERINFRASTRUCTURE ENGINEERING WORKS AT CHITTA PRAGATI PROJECT (2017)


No. 115/2023

For YES Bank Limited

  
Authorised Signatures



Authorised Signatures

**VENKAT KUMAR**  
SPDM  
Stamp ID: VV2500007  
CMA ID: VV2500007  
Signature: 

Date: 25-06-23  
Place: YES BANK LTD - RF ROAD, SECABAD

Anjana Lakkaniga  
Branch Service Delivery Leader  
Emp. Code: 421119  
Cell ID: 42117



## BANK GUARANTEE

TO  
 M/S SUPERINTENDING ENGINEER,  
 PUBLIC HEALTH CIRCLE  
 THIRUVALLA, PATHANAMTHITTA  
 KERALA-689101

In consideration of the Kerala Water Authority acting through Superintending Engineer, P.H.Circle, Pathanamthitta, Thiruvalla, (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between Superintending Engineer, P.H.Circle, Pathanamthitta, Thiruvalla, and M/S. Surya Projects Private Limited, 7-9/2/24, Flat No. Eswarash Inclave, Dammuguda, Hyderabad, Telangana-500083 (hereinafter called "the said Contractor") for the work NAME OF WORK: L&L R/WSS to Vachaspathi Pt - laying of pumping, Gravity Main and providing Distribution Lines and 950 PHTCs (Vachaspathi-100 nos, Nizhalimoula-250 nos, Pathawangudi-200nos) including restoration work. Having agreed to production of an irrevocable Bank Guarantee for Rs53,66,100,00/- (Rupees Fifty-Three Lakh Sixty-Six Thousand One Hundred only) as a security/performance guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition of the said agreement.

1. We, Yes Bank Limited, a company incorporated and registered under Companies Act 1956 and a banking company within the meaning of section 5 (c) of the Banking Regulation Act 1949 and having its registered office at Yes Bank House, Off Western Express Highway, Santacruz East, Mumbai - 400099, India & a branch office inter alia at Ground and First Floor, H. No. 7-2-619 & 620, (Old no-2541), R.P. Road, Secunderabad -500003, Telangana (hereinafter referred to as "The Bank") hereby undertake to pay to the Government an amount not exceeding, Rs53,66,100,00/- (Rupees Fifty-Three Lakh Sixty-Six Thousand One Hundred only) as or when demanded by the Government.

2. We, Yes Bank Ltd do hereby undertake to pay the amounts due and payable under this guarantee without any demurrer, merely on a written demand from the Government stating that the amount claimed is required to meet the amounts due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 53,66,100,00/- (Rupees Fifty-Three Lakh Sixty-Six Thousand One Hundred only).

3. We, the said bank, further undertake to pay the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and irrevocable.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claims against us for making such payment.

For YES BANK LTD.

Authorized Signatory

Page 1 of 3



For YES BANK LTD.

Authorized Signatory  
 S/RBM  
 Emp ID: YV23010007  
 Cust ID: 10000001  
 Signature

4. We, Yes Bank Ltd further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee at till expiry date, whichever is earlier.

5. We, Yes Bank Ltd further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to observe or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act, or omission on the part of the Government any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to contract would, but for this provision, have effect of relieving us.

6. This guarantee will not be discharge due to the changes in the constitution of the Bank or the Contractor(s).

7. We, Yes Bank Ltd lastly undertake not to revoke this guarantee during its currency except With the previous consent of the Government in writing.

8. This guarantee shall be valid up to 3 years unless extended at our discretion on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs53,06,100.00/- (Rupees Fifty-Three Lakh Sixty-Six Thousand One Hundred only). This guarantee shall be valid up to 3 years unless extended at our discretion on demand by the Government and unless a clause in writing is lodged with us at Yes bank ltd Ground and First Floor, H. No. 7-2-819 & 620, (Old no.2540), R.F. Road, Secunderabad -500003, Telangana within twelve months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs53,06,100.00/- (Rupees Fifty-Three Lakh Sixty-Six Thousand One Hundred only)

2. This bank guarantee shall be valid up to 12/July/2026 (being the date of expiry of the guarantee) and

For YES BANK LTD.

  
Authorized Signatory

Arjuna Lakshariga  
Branch Service Delivery Leader  
Emp Code: L4712719  
Cont ID: 427117



For YES BANK LTD.

  
Authorized Signatory  
SPDM  
Emp ID: VIKES0007  
CUR ID: 1060781  
Signature



3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if a written claim or demand, served by you in accordance with the terms of this bank guarantee is received by us on or before 5 P.M on or before 12/July/2027 at Yes Bank Limited Ground and First Floor, H. No. 7-2-619 & 620, (Old no.2541), B.P. Road, Secunderabad - 500073, Telangana. Thereafter, all your rights under this bank guarantee shall be exhausted and we shall be relieved from all our liabilities hereunder irrespective of whether the original bank guarantee has been returned, true or not.

Dated the 15 day of July 2023 for Yes Bank Ltd.

For Yes Bank Limited

Authorized Signatory  
Place  
Date  
Name  
Designation

Arjana Lakshmi  
Branch Service Delivery Leader  
Emp Code : 0794293  
Emp ID : 0317



For Yes Bank Limited

Authorized Signatory: **SRINIVAS KUMAR**  
Place: **SRDM**  
Date: **Emp ID: VKES08027**  
Name: **Emp ID: 10000001**  
Designation: **Signature**