

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000

पच्चीस हजार रुपये



Rs.  
25000

TWENTY FIVE THOUSAND RUPEES

കേരളം केरल KERALA

C 968356

AGREEMENT NO. 07/2024-25 OF SF/A FOR  
WORK CONTRACT

AGREEMENT entered into the 07<sup>th</sup> day of  
June, 2024 (Two thousand twenty four) between  
Sri. Sivaprasad B. Channuwa Pathanveedu, Thuyham  
South, Chathannur PO, Kollam of the one part

and the Superintending Engineer, P.H. Circle, Kerala Water Authority for and on behalf  
of the Kerala Water Authority of the other part for the work "Pal. Suvam"

Work - TBM. Veliyam - Balance work - distribution  
Work - Phase II works - Pipeline extension works and  
Providing 24.40 PTKs - pipeline work

CONTRACTOR

SUPERINTENDING ENGINEER  
Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

No. 24344 DB 25000. 07/2024-25



भारतीय गैर न्यायिक INDIA NON JUDICIAL

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25000

TWENTY FIVE THOUSAND RUPEES

കേരളം കേരल KERALA

568371

C 968371

by the former for the use of Kerala Water Authority as per the accompanying Agreement, Plans, Specification and conditions of contract approved by the Superintending Engineer, Kerala Water Authority, P.H. Circle, Kollam.

Signed and delivered by the above mentioned.

In the presence of:-

1. AB  
DBI

2.

CONTRACTOR

SUPERINTENDING ENGINEER  
Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

No 24345 25000-01/20/2013



भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000  
पच्चीस हजार रुपये



Rs.  
25000  
TWENTY FIVE THOUSAND RUPEES

കേരളം केरल KERALA

C 968372

Signed and delivered by the Superintending Engineer, Kerala Water Authority, P.H. Circle, Kollam for and on behalf of the Kerala Water Authority.

In the presence of:-

1. *AB*  
*DAI*
- 2.

CONTRACTOR

*[Signature]*  
SUPERINTENDING ENGINEER  
Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

No: 24346 12/25000-08/12/2013

भारतीय गैर न्यायिक

पचास  
रुपये

₹.50

भारत

FIFTY  
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

കേരളം കേരल KERALA

CZ 490930

Agmt No. 02/2024-25/KE/EX dtd. 07/06/2024

Superintending Engineer  
Public Health Circle  
Kernla Water Authority  
Kullam

No. 24169

12054

കേരള വെള്ള വിതരണ  
അതോറിറ്റി

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

കേരളം കേരल KERALA

CZ 490931

Handwritten text on a diagonal line: *Act No. 07/2024-25/56/24* and *Dtd. 07/06/2024*

Handwritten signature in blue ink.

Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

No 29170  
R.S.I.

Handwritten text: *കോളം/പബിക്*

Handwritten signature and a circular stamp dated 15.03.24.

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

കേരളം കേരल KERALA

CZ 490932

Handwritten text in a diagonal line:   
 1. *Inv. No. 02/2024-25/519*   
 2. *dt. 05/06/2024*   
 Below the line is a blue ink signature.

Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

No 24171 12.01.

08/11/2023

Handwritten mark



भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

കേരളം केरल KERALA

CZ 490933

Amt No. 02/2024-25 / 50 / 02 dt. 03/08/2024

Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

No 24172

120/11

15/08/2024

vide R. N. 0552753 dt 27/3/24 issued to B. Sivaprasad.

GOVERNMENT OF KERALA

Authority:  
G.O.MS.223 dated 21-3-1958 and  
G.O. MS. 204. dated 18-3-1959.

KWA DEPARTMENT

Agreement No. 02/2024-25/SE/EE dt 06/06/2024

BETWEEN, Sri Sivaprasad B,  
Channur Puthenveedu,  
Chethanoor

the Superintending Engineer,  
Public Health Circle  
Kerala Water Authority  
Kollam

Governor of Kerala to

Jsm-Velliyam, Balance work -  
distribution line, phase 2 works -  
pipeline work and providing 2440  
FHTs - pipeline work

DESCRIPTION OF WORK

Estimate	Sanction No. 19341/2023-24
	Amount 116700000/-

Amount of Contract Rs. 7,51,96,770/-

Budget Provision	Year	Amount

Time of Completion

Division Project Division  
Subdivision Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam

Date 07/06/2024



NOTES:

1. The agreement will be 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 a Power of Attorney authorising 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 chalang or cheques drawn on a recognised bank with Offices in the Kerala State.

Articles of Agreement made the ..... day of ..... 200 .....

Between H.E. The Governor of Kerala ..... *Gyanishankar Engineer* (herein after referred to as the Governor which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) acting for and on behalf of the Government of Kerala of the one Part and *Co. Suresh B. Channu Rathan Vredu, Thezhathuruth, Chathimur* (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his heirs, executors, administrators, successors in interest, legal representatives and assignees as well) of the other part.

WHEREAS the Government of Kerala (hereinafter called the Government) are desirous of *72.00 - Veliyan Piplene work and providing 2440 Poles* 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 numbered serially I to ..... inclusive -(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/ Treasury Chalan/Government Promissory Notes/ Cheques Rs ..... as security for the due performance of his contract;

AND WHEREAS the contractor has also signed the copy of the Madras Detailed Standard Specifications and a denda volume thereto maintained in the ..... Division Office in acknowledgement of being bound by all the conditions of the clauses of the standard Preliminary Specification and all the Standard Specifications for items of works described by a Standard Specification number in Schedule A.

GOVERNMENT OF KERALA

*6/04* Department

CONTRACT

*\* Ph 22,55,903/-*  
*TSA - TL 0982283 ctd. 19.03.2024 for 4 Stn*

*Chathimur Co. Bank - 11,00,000/-*

*40A - Bill pledged from VJPM - Phase II - WSS to Periyar, Ponnad, Marchothuruth - CWPM, dist. taluk Eru along Kanna Mukadavu \* for 54,49,570/-*

AND WHEREAS the contractor has agreed to execute upon and subject to the conditions set forth in the Preliminary Specification of the Madras Detailed Standard 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 as the "Probable quantities" and comply with the rate or progress noted at the end of his Articles of Agreement for a sum of Rupees *7,51,96,770/-* or such other sum as may be arrived at under the clause of the Standard Preliminary Specification relating to "Payment on lump sum 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 *Seven Crores 44. fifty one lakhs ninety six thousand seven hundred seventy* or such other sum as may be arrived at under the clause of the Standard Preliminary specification relating to "Payment on lump sum basis or by final measurement at unit prices", 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 alterations of, additions to, deduction from the said works and method of payment theirs for 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 *P. Project* 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 ratification by the † ..... in cases where such sanction or ratification may be necessary.

(3) The arbitrator for fulfilling the duties set forth in the arbitration clause of the Standard Preliminary Specification shall be Superintending Engineer of ..... Circles.

(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 accepted by competent authority as defined by the Kerala Public Work 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

\* Rest of sentence to be struck off, if the Executive Engineer can himself enter into the contract without reference to any higher authority.

† Designation of officer who is competent to approve of the contract under the Kerala P.W.D. Code.

"Rate of progress" below, subject never the less to the provisions for extension of time contained in Clause 59 of the Standard Preliminary Specification.

(5) The said conditions shall be read and constructed 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 hereinbefore recited or such portion thereof as he may be entitled to under the said conditions shall be returned to the Contractor.

† IN WITNESS WHERE OF the Contractor ..... has hereunto set his hand and \$ ..... for and on behalf of and by the order and direction of his Excellency the Governor of Kerala has hereunto set his hand the day and year first above written.

† Name and designation

\$ Contractor's name.

Signature of Superintending Engineer }  
on behalf of Government

Signature of the Contractor Sri Sivaprasad B

Signature of witnesses to the signature of the Contractor

1. AB  
DB1

2. ....

**Superintending Engineer,  
Public Health Circle  
Kerala Water Authority  
Kollam**

### RATE OF PROGRESS

The following rate of progress and proportionate 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 the date on which the site (or premises) is handed over to the contractor.

Period after date of commencement	Percentage of work completed (based on contract lump-sum amount)
(1)	(2)
<p><i>(This area contains faint, illegible text from the reverse side of the page, including "LIST OF CONTRACTS" and "DESCRIPTION")</i></p>	<p><i>(This area contains faint, illegible text from the reverse side of the page, including "PERCENTAGE OF WORK COMPLETED")</i></p>

*(Handwritten signature in blue ink)*

**Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kottam**

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 OF 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 noted below are those governing payment for extras or deductions or omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the Madras 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 nett (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 works IN SITU and complete in every respect.

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

  
**Superintending Engineer**  
**Public Health Circle**  
**Korath Water Authority**  
**Kullam**

.....  
(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, lb. etc.

**SCHEDULE**

**LIST OF DRAWINGS**

Note: All drawings to be signed by the Contractor as well as the officer entering into the contract.

Sl. No.	Drawing number	Description
		<p>Kollam Kerala Water Authority Public Health Circle Kollam</p> 

**SUPPLEMENTAL LIST**

As referred to in the specifications (including the Preliminary specification of the Madras Detailed Standard Specifications)

Sl. No.	Drawing number	Description	Date on which the drawing was supplied

SCHEDULE C

**Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kollam**



(Signature of Contractor)

Date .....





DESCRIPTIVE SPECIFICATION SHEET

1	2	3	4	5
	MATERIALS (i) Size alternative to standard specification size or size prescribed MORTARS AND CONCRETE (ii) Mixes prescribed if deviation from standard specification. (iii) Masonry joint thickness and deviations.	Source from which item is to be obtained	Approximate lead	Remarks
Lime. Surki Portland cement Sand for mortar works Sand for filling in Earth for refilling and disposal of surplus* Broken stone for concrete, reinforced concrete, etc. Broken stone for road works. Broken brick Gravel Quarry rubbish Rough stone, jaddy stone etc. Flooring stone Cutstones Cuddapash slabs Corrugated roofing - Deviation in gauge Bricks (wall) (terrace) (flooring) Pan tiles Flat tiles Mangalore tiles	2	3	4	5

Insert in remarks column where excess earth required for filling is to be obtained from and where excess spoil if any, is to be carted or conveyed.

Superintending Engineer  
 Public Health Circle  
 Kerala Water Authority  
 Kollam

DESCRIPTIVE SPECIFICATION SHEET (Contd.)

1	2	3	4	5
<p>Pressed, ornamental tiles, etc. Teakwood Other classes of wood Furnishing for doors, windows, etc. ** Standardized items of furniture † Paints Tar Wood oil Varnish Distemper (Board and number of coats) Steel, R.S. Beams etc. Iron work for jail cells - Ventilators, doors, lock, boxes, cage, latrines etc. Cast iron Lime mortar Surki mortar Plastering Plastering if any and proportions, if surki mortar required for any stages Plastering † Concrete broken stone in lime mortar Concrete broken stone in surki mortar Reinforced cement concrete Brick work or masonry joint thickness 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 plastering thickness, if any. State with lime mortar, or surki mortar as cement mortar, and proportions.



## CONDITIONS OF CONTRACTS

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 Chalan a sum amounting to (5) five percent 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 Engineers from, or paid by the sale or adjustment of a sufficient part of this security deposit or 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 an/ 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 rescind 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 any loss that may accrue from any materials he may have collected or engagements he may have entered into 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 resided under the provisions aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereto fore 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 putting in force the power vested in him under the preceding clause, he may, if he so requires it, take possession of all tools, plant, materials and stores or any portion thereof on the place where the works were to be performed or on other land of the Government adjoining thereto, paying or allowing for the same in account at the contract rates or, if not specially provided for therein at current market rates, otherwise 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.

OR

(The Executive Engineer is fully empowered to devote all, or such portions as may be requisite, any

guarantee or reserve fund or any moneys due to or become due to the contractor for this or any other work to making good, bad or indifferent work on 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 authorise 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 leviable if the work or any part or parts thereof 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 cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of 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 CLAIM TO SURPLUS MATERIALS and the work shall be cleared by the Executive Engineer at the expense of the contractor.

6. No payment shall be made for works estimated to cost not more than rupees five hundred till after the works have been completed and approved. But in the case of works 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. But 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 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 admissible, adjusted, 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 depute a subordinate to measure up the work performed in the presence of the contractor, whose countersignature to the measurement list will be a sufficient warrant to the Executive Engineer to prepare the bill for him from that date.

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 at any date previous to or at the time of granting the final certificate.

9. The bill above allowed 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 if calculated shall be those entered in the attached schedule or rates. To allow of a guarantee fund being formed on the part of the Government a deduction of 10 percent from all payments to the contractor is to be made by the Executive Engineer at the time of payment. But the amount so held as retention plus the security deposit of 5 percent, as per clause (1) shall not at any time exceed ten percent of the contract amount. This retention amount will not be released until the work is completed to the satisfaction of the ..... and finally taken over by the Department. Till then 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 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 rates 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 used by him only for the purposes of the contract. All materials supplied to the contractor shall remain the absolute property of the Government and shall not, on any accounts be removed from the work and shall at all times be open to inspection by the Executive Engineer. The contractor shall be responsible for the proper use and bear the cost of protection of materials so made over to him by the Department for use on the work and bear any loss from deterioration or from faulty workmanship or avoidable excessive use of the materials, etc, or from any other causes. Of the materials so supplied the value of the quantities certified by the officer 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 rates 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. Unused balance if any at the time of the completion or determination of the contract shall if found be returned to the Executive Engineer's store; otherwise the cost of materials either allowed to deteriorate or unaccounted, amounting as it does to an excess supply, over sanctioned requirements shall be recovered at book value plus 20 percent 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, if being assumed that all risk is provided for in the tenders.

11. The contractor shall invariably 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 minutely to the drawing; and specifications which form 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. If it shall appear to the Executive Engineer, or his subordinate in charge of the work, that any work has been executed with unfound, imperfect or unskilful workmanship, or with materials of an inferior description, the contractor shall on demand in writing, forthwith rectify, remove, or reconstruct the same in whole or in part as the case may require, at his own proper charge and cost and in the event of his refusing to do so within a period to be specified by the Executive Engineer or his subordinate, 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 office unsound, or bad quality, or not agreeable to the terms of the contract and to provide immediately suitable materials or articles in lieu of those condemned, the contractor shall be liable to pay damages at the rate of one percent on the amount of the estimate for every day not exceeding ten days that he fails to comply with the written demand of the Executive Engineer or his subordinate.

13. Should the Executive Engineer, consider the work although not executed in strict accordance with the specification may be allowed to stand he is empowered to pay for the same at such reduced rate as he may fix; but 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 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 works shall have been given. Orders given to the contractor's 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 accord his approval in writing without which the appointment shall not stand.

15. The contractor shall furnish, free of charge, labour and tools required for such examination of work as the Executive Engineer, at any time considered desirable, failing which he may have these done at the contractor's cost deducting the charges incurred

Superintending Engineer  
Public Health Circle  
Muzaffargarh Water Authority

16. The contractor shall give due notice in writing to the Executive Engineer or his assistant to 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 so covered and must have the authority in writing of the Executive Engineer or his assistant to cover it up, in default whereof at the option of the Executive Engineer the same shall be uncovered at the contractor's expense or no allowance shall be made for such work or materials.

17. If the contractor or his work people break deface, 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 imperfection become apparent in it he shall make 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 sum that may be then, or at any time thereafter due to the contractor.

18. The contractor shall supply at his own cost all plant, tools, implements, ladders, cordage, tackle and scaffolding required for the proper execution of his work together with the carriage 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 take other precautions required to protect the public from accident and shall be bound to bear the expenses of defence of any action or law proceedings that may be brought by any person for injury sustained owing to the neglect of the above precautions to and pay and 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 sublet without the written approval of the Executive Engineer. Every contractor assigning or subletting his contract without such approval shall be considered to have thereby committed a breach of contract and the Executive Engineer may there upon resigned 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, nor shall he be entitled to recover or be paid for any work heretofore actually performed under the contract.

21. In the case of partners tendering no change in the individual of the firms shall effect the liability of the persons who may sign such tender. Any such change shall be forthwith notified by the contractors 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 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 works.

24. The terms of the contractor cannot be added to 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 penalties arising from interference with private property in carrying out this contract.

26. In the even of it being decided by the Division Officer that for any reason such as nonacquisition of lands 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 done as materials actually supplied up-to-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 from off 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 P.50 and above in Paise column, the same will be considered as one rupee and if it be below P.50 it will be omitted for purpose of rounding of payments.

Having made myself thoroughly acquainted with the above specification and agreement and understanding the terms thereof agree to conform thereto in all points.


മലബാറുകാരൻ ഉടമസ്ഥനായിരിക്കുന്ന വിവരങ്ങൾ കൈമാറ്റം ചെയ്യാൻ സാധിക്കാതെ മറ്റുള്ളവർക്ക് അറിയാതെ വിവരിച്ചിരിക്കുന്നതുകൊണ്ട് എല്ലാ ഭാഗങ്ങളിലും നടന്നുകൊള്ളുന്നത് എനിക്ക് സമ്മതമാകുന്നു.

  
Contractor

Witness.

  
Superintending Engineer  
Public Health Circle  
Kerala Water Authority  
Kullam

### MEMORANDUM OF MATERIALS TO BE SUPPLIED FROM THE PUBLIC WORKS STORE FOR THE WORK

Particulars	Rate which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	
				

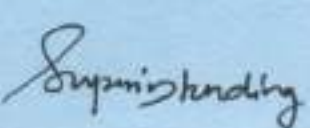
  
Signature of the Contractor

  
Signature of the Superintending Engineer

MEMO OF WORK

Sl No.	Name of work	TS No	TRAC	APAC	Due date of work	Pr & APK	
	BM Veliyam - Balance work - distribution line - Phase II works - Pipeline extension work and providing 2440 FHTCs - pipeline work	No. 19549/2023-24 dtd. 20.11.2023 for Rs. 11670000/-		Rs. 8,96,04,546/-		Rs. 7,51,96,770/-	12 Months from the date of No bill.
						Pr - Rs. 22,55,903/- 1) TSB No. FL 09E2203 dtd. 19.03.2024 for amount of Rs. 11,56,000/- 2) Chakkannoor Sewer Co. Bank :- # No. 004094, 004093 dtd. 14.03.2024 for 3,00,000/- each. # No. 004101, 004100 dtd. 20.03.2024 for 2,50,000/- each. APK - Pending bill pledged for 54,49,570/- Bill pledged from the work " P210 - Phase II - use to Thiruvikrama, Pinnagam, Deshband, Mundrothumthi Pt, supply and laying of CIPP of distribution lines along Pannumam, Kannekkaduwa road by Pinnayam Pt " CC Vth of final bill as per the concurrence - Contract no. KWA - 73/4116/2023 - F F (Funds) - Part (1238) dtd. 22.05.2024 of PD & CAO incl proceedings no. KWA - PDK - ABR - 813/A222 dtd. 27.05.2024	

Contractor 

Superintending 

Superintending Engineer  
 Regional Office  
 Kerala Water Authority  
 Kollam