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## KERALA WATER AUTHORITY

Jalabhavan  
Thiruvananthapuram – 695033  
Kerala – India

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No. KWA-JB/1247/2023-AE(SP)

Dated: 12-03-2024

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From

The Chief Engineer (HRD & GL)

To

M/s. ICS Chemical Industries,  
16, India Exchange Place, 3<sup>rd</sup> Floor,  
Room No. 9, Kolkata, West Bengal – 700 001  
shailesh.ics@gmail.com, 9163528228

Sir / Madam,

Sub : Supply of Alum Grade IV to various Division Offices of Kerala Water Authority on Running Contract Basis for the year 2023-24 – Supply Order – Southern, Central and Northern Regions – Reg.

Ref : 1. This office sanction proceedings No. KWA-JB/1247/2023-AE(SP), dated 23-12-2023 of CE (HRD & GL).

2. E-Tender ID: 2024\_KWA\_642758\_1, Ref No. HO/SP-13/2023-24/Alum, Bid No 1802688

3. Financial Bid Evaluation Proceedings No. KWA-JB/1247/2023-AE(SP) of CE (HRD&GL), dated 20-02-2024

Your offer to supply the materials as detailed in the list appended is accepted subject to the conditions mentioned herein. Please effect the supply according to instructions in the notes below and the conditions mentioned in the list of acceptance. Special conditions, if any printed on your quotation sheets or attached with your tender will not be applicable to this order unless they have been expressly accepted in the list appended.

Separate agreements have to be executed by you in the prescribed form on Kerala Stamp paper of value ₹ 200/- (Rupees Two Hundred Only) each, after furnishing the performance security as appended below, in the form of DD / Bank Guarantee valid for a period of 14

months, within 21days from the date of this letter, for the due fulfilment of the contract. The Kerala Stamp paper is obtainable from any licensed Vendor in the State. Payment on account of the supplies against this order is liable to be withheld until the agreement is executed. Bank Draft / Bank Guarantee for Performance Security shall be drawn in favour of the Accounts Officer (Est. & Admin.), Kerala Water Authority, Thiruvananthapuram.

Sl. No.	Work Description	Contract amount (₹)	Performance Security (₹)
1	Supply of Grade IV Alum in Southern region	4,67,92,428.00	23,39,622.00
2	Supply of Grade IV Alum in Central region	2,44,42,571.00	12,22,129.00
3	Supply of Grade IV Alum in Northern region	1,77,44,351.00	8,87,218.00

### **Notes**

1. The Alum grade-IV supplied should be strictly confined to this order.
2. Invoices in triplicate should be drawn and forwarded for payment to the consignee.
3. Acknowledgement of this order and all other communication regarding this order may be sent to the officer who has placed this order.
4. In all future correspondence and bills relating to this order, the number and date of the supply order should invariably be quoted at the top.
5. Separate bill should be sent for each order.
6. The consignment will be paid for, only after receipt and verification of articles by the department.

### **Encl:**

1. Estimated Requirements of Alum
2. Terms and Conditions.
3. Break up of Unit Rate
4. Schedule of Rate
5. Specimen form of agreement.
6. Model Bank Guarantee Format

**Sajiv Retnakaran**  
**CHIEF ENGINEER (HRD & GL)**

To : The Executive Engineers of all Maintenance Divisions. *Being the consignees, they shall see that a minimum stock is maintained at all*

*times, at the same time stock position should not be allowed to be in excess of two months requirement so as to maintain the quality of the materials. The requisition for supply of material shall be placed accordingly. They are also requested to see that the payments are made as per the conditions and without delay.*

- Copy To :
1. The FM & CAO, Jalabhavan, KWA, Thiruvananthapuram. He is requested to provide requisite funds to the consignees for making payment for the materials received as and when request for funds are received from the consignees.
  2. Resident Audit Officer, Jalabhavan, KWA, TVPM / AEE to TM, Jalabhavan, KWA, Thiruvananthapuram for information.
  3. The Superintending Engineers, PH Circles of KWA *for information.*
  4. The Chief Engineers (SR / CR / NR), Kerala Water Authority *for information.*
  5. The Director, State Referral Institute, Maradu, Kochi – *You are requested to ensure the quality of the chemicals supplied at various locations and to submit region-wise review reports to the undersigned periodically, viz. at the end of every third month.*
  6. The Executive Engineers, All Quality Control Divisions, Kerala Water Authority. *You are requested to see that the testing of samples is done as per IS specification and the results are intimated to the concerned within the time limit specified.*
  7. The Assistant Executive Engineers, All Quality Control Sub Divisions, Kerala Water Authority, *for information and necessary action. If you fail to report the test result within the specified time, the payment may be released at your risk.*
  8. The Sales Tax Officer, 1<sup>st</sup> Circle, Peroorkkada, Thiruvananthapuram for information.
  9. The Joint Commissioner, Tax Towers, Karamana (P. O.), Killippalam, Thiruvananthapuram for information
  10. The Commissioner, Income Tax Commissionerate. Ayakar Bhavan, Kowdiar. Thiruvananthapuram for information

## **I. TERMS AND CONDITIONS**

**1 PRICE:** The rates quoted are for supply of Alumino-Feric (Alum Grade IV) as per IS 299/2012 and its revisions, for delivery of materials at various destinations and are inclusive of GST @ 18% and transportation charges including loading, unloading and stacking charges, transit insurance etc. The rates noted in the schedule are firm and fixed.

**2 GST:** The price is inclusive of GST@ 18%.

**3 PERIOD OF CONTRACT:** The period of this Running Contract will be ONE year from the date of agreement or till new contract is settled by Kerala Water Authority whichever is later. The month wise requirement given in the delivery schedule is tentative and the supply should be effected from time to time as per the requirement of the consignee for whom the order is placed. The delivery of the material should be completed within 15 days from the date of requisition by the consignee. If the proportionate delivery as per the requirement of the Consignee is not maintained, this order will be cancelled and balance to be supplied will be arranged at your risk and cost.

**4 DELIVERY:** The delivery of materials shall be effected at places noted in the schedule attached. The approximate month wise requirement of various divisions are given in the schedule which is tentative and supply shall be effected from time to time as per the requirement of consignees for whom the supply order is placed. The delivery of the material shall be completed within 15 days from the date of requisition by the consignees. The contractor shall be solely responsible for the supply of materials at KWA premises. KWA shall not issue any sales tax related declaration or e-declaration to any authorities for supply of stores. The contractor shall make necessary arrangements for supply to KWA premise without involving KWA in the process. Any delay occurring due to such intricacies shall be deemed as the delay from contractor's side.

**5 LIQUIDATED DAMAGES:** In case of delay in delivery, liquidated damages shall be levied at the rate of 0.5% of the delivered price of the delayed goods or unperformed service of each week of delay, until actual delivery of performance up to a maximum deduction of 10% of the contract price of the delayed stores or service. Once the maximum of 10% is reached, the purchaser may consider the termination of the contract at the risk and cost of the contractor. If the entire supply is not completed before the expiry of the delivery period or proportionate progress of supplies is not maintained every month, the contract is liable to be cancelled and other arrangements will be made for the supply of balance materials remaining to be supplied, at the risk and cost of the supplier. Extension of delivery period up to a maximum of 50% of the original delivery period alone will be granted by the Chief Engineer (HRD & GL), and that too by imposing liquidated damages as specified above. Extension of delivery period beyond this limit can be given only if approved by resolution of the Kerala Water Authority. Waiver of the liquidated damages can be considered only by the Authority in exceptional circumstances, for which the supplier shall make the request with very convincing and substantiating facts.

## **6 PAYMENT**

**6.1.** The payment will be made after receipt, verification and testing of the materials by the consignee. No other conditions of payment including interest for delayed payment specified in the offer shall be considered and tenders with such conditions shall be liable to be rejected. The payment will be limited to the

actual weight of accepted materials as mentioned in the statement and the weight so recorded at stores shall be final and binding on the supplier. The tenderer shall make their own arrangement if they so desire to depute their representative to witness the weight at the stores of Kerala Water Authority.

**6.2.** Any stores found defective / inferior in quality or if the level of parameters on testing as per IS 299 are not conforming to the allowable values, the whole consignment will be rejected outright and this should be replaced at free of cost by the supplier immediately on receipt of such information from the consignees. The supplier shall remove the defective material within one month from the date of such receipt and the KWA will not take any responsibility for any loss of materials beyond the said period. In the event KWA consumes whole or part of this Alum supplied before getting the test result, no payment to such quantity consumed shall be made under any circumstances.

## **7 QUANTITY OF PURCHASE**

The quantities shown in the statements are only tentative and are liable for revision and variation and the Chief Engineer (HRD&GL) reserves the right to do so.

## **8. SETTLEMENT OF DISPUTES**

Disputes if any arising on this contract shall be settled in the Courts in Kerala State only. The tenders which are with conditions against this stipulation shall be rejected. The suppliers shall also be bound to compensate for any loss incurred by the Kerala Water Authority on account of disputes raised in Courts outside Kerala in contravention of this condition.

## **9. TAX DECLARATION FOR SUPPLY**

The contractor shall be solely responsible for the supply of materials at KWA premises. Kerala Water Authority shall not issue any sales tax related declaration or e-declaration to any authorities for supply of stores. The contractor shall make necessary arrangements for supply to KWA premise without involving Kerala Water Authority (KWA) in the process. Any delay occurring due to such intricacies shall be deemed as the delay from contractor's side.

## **10. APPOINTMENT OF AUTHORISED REPRESENTATIVES**

The contractor shall submit an authorisation letter regarding appointment of an authorised representative, if any, and the powers bestowed onto him/her with regard to this tender. Also the tenderer shall along with the document submit details regarding the address of communication, telephone number and email address of both the authorised representative and the contractor.

## **11 IS SPECIFICATION AND QUALITY STANDARDS**

**11.1** The Alum to be supplied shall strictly conform to IS 299/2012 and its revisions and shall bear ISI mark. All testing shall be done in accordance with the IS specification and the amendments there of. The tenderers shall scan and upload a copy of valid BIS license along with the tender. The tenderers shall also be called upon to produce the original license for verification.

**11.2** Any stores supplied found defective / inferior in quality or not conforming to the relevant ISS shall be replaced free of cost by the supplier. **Supplies of materials which are not in accordance with the specification noted are liable to be rejected.** The supplier shall have no right to claim compensation of any nature in respect of such rejected stores.

**11.3** Kerala Water Authority reserves the right to take samples, and the samples thus taken, to be tested through the Quality Control (QC) laboratories of KWA. The results of such tests shall be binding on the supplier. Sampling and testing of the materials will be conducted as per the methods prescribed in the IS 299 and its revisions.

**11.4** Any stores found defective/inferior in quality or not conforming to the relevant ISS shall be replaced free of cost by the supplier. The material shall be supplied in slabs of regular shape and size and each slab weighing about 20 kg. The offer should be from ready stock as far as possible.

**11.5** If the supplier is repeatedly supplying inferior material with reference to IS standards, the matter shall be reported to the Tendering Authority by the consignee and the Tendering Authority shall take necessary steps including rearranging the supply at the risk and cost of the supplier.

**12 TESTING OF MATERIAL**

The guidelines for the testing procedure of Alum supplied are as follows.

**12.1** The supplier may intimate their accurate supply schedule and their convenient date to be available at the site to QC unit in advance addressed to “Assistant Executive Engineer QC Sub Division, Kerala Water Authority”. (The List of consignee Divisions and corresponding QC laboratories is given in Annexure – II,IV). The information shall reach at least a week in advance of the date of supply.

**12.2** Whenever the supply of chemicals is effected by the supplier, an officer not below the rank of Assistant Engineer shall arrange to collect samples from the lot supplied strictly in conformity with sampling techniques specified in relevant ISS.

**12.3** The samples collected either by QC unit or by the consignees should be in presence of supplier or his authorised representative for routine tests. Minimum three samples should be collected from the supplies made at site. The samples should be sealed properly with the signature of Assistant Engineer or Assistant Executive Engineer and supplier or his authorised representative. The samples shall be taken on the same day of supply itself.

**12.4** One sealed sample will be handed over to the supplier for his reference.

**12.5** The other two samples will be sent to QC laboratory properly packed within two days. Along with the samples forwarded, a certificate to the effect that, “*samples enclosed were personally collected by me* .....  
..... (Name and Designation) from ..... Tonnes of Alum supplied by M/s. ....  
..... on ..... as per the supply order ..... and samples collected in the presence of.....(Suppliers or authorised representatives)” duly authenticated shall be sent to QC unit.

**12.6** The QC unit will select one of the two samples so received and test the same in conformity with the provision in the relevant IS and intimate results to

the officers concerned for further action. The QC unit will submit the test results in writing to the concerned office within 7 days from the date of receipt of samples in his office. The dates prescribed shall be strictly adhered to. The other sample shall be preserved as referee sample by the QC unit. The reference sample will be kept in safe custody by the QC unit for a period of three months for re-testing if any required in case of disputes. After the expiry of three months, the samples will be disposed of and no dispute regarding the accuracy shall be entertained therein after.

**12.7** If there is any dispute regarding test results intimated by the QC unit and if the supplier challenges the results, then the concerned officer may request the QC unit to have a retest of the referee sample within the time limit prescribed, the QC unit will then arrange to have a retest of the referee sample maintained by them and shall intimate the result to the officer concerned at the earliest.

**12.8** No request for any further test of samples of the lot shall be entertained by the QC unit unless specifically directed by the Technical Member.

**12.9** As far as possible QC unit will try to collect the samples on receipt of intimation by the consignee or the supplier. In cases wherever QC unit is able to collect the sample directly, the consignee Assistant Engineer need not take a second set of sample.

**12.10** The QC units, under the supervision and coordination of SRI, shall periodically, viz. once in three months, collect the samples from various locations under each region, tested for all parameters as per IS 299, Table 1 and the quality reports shall be submitted to the Technical Member in every three months. The data will be kept as surveillance data and used by Technical Member for processing the contracts in the coming years.

**12.11** Under normal circumstances, the test results of samples collected by QC unit or consignee Assistant Engineer in the presence of supplier will be taken as the basis for settling payment claims. For wide and consistent variations in results between test results of samples forwarded to QC unit and the test results of samples directly collected and tested by QC unit, the officers issuing the certificate of collection (consignee) will be answerable. Notwithstanding anything stated above, the TM/MD reserves the right to withhold payment and recover the loss from suppliers from any of the pending bills if the test results of QC unit Surveillance of samples of the same supplier are consistently substandard. Consignee EEs may constantly watch the results and take up such cases with Head office for further action.

**13 AGREEMENT AND PERFORMANCE SECURITY:** You have to execute an agreement within 15 days from the date of this orders, in the specimen form attached, for the proper fulfilment of the contract, in Kerala Stamp Paper worth Rs.200/- (Rupees Two hundred only) after furnishing the performance security. This should be remitted in the form of Demand Draft/ Bank Guarantee of Nationalized / Scheduled Bank drawn in favour of the Accounts Officer (Est. & admin.), Jalabhavan, Kerala Water Authority, Thiruvananthapuram. If you fail to execute the agreement within the time limit prescribed, the contract is liable to be cancelled at your risk and cost and the EMD furnished will be forfeited in full. Any loss incurred by the KWA on account of such alternate purchase will be recovered from you, but you will not be entitled to claim gains, if any accruing thereby. The supplies against this order shall be started only after the execution of the agreement.

**14 GENERAL RULES:** The other existing rules governing contract with KWA is

applicable to this contract also. Your offer and tender conditions (printed and otherwise) shall also form part of the contract.

**15 DISPUTES:** In any case of difference or disputes arises in connection with contract, all legal proceeding relating to the matter shall be instituted in the court within the state of Kerala only and in the jurisdiction of which the purchasing officer's office is situated.

## II. DETAILS OF QUALITY CONTROL LABS OF KWA

<b>Division</b>	<b>Contact details of QC Labs</b>
Head Works Division Aruvikkara	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Thiruvananthapuram
Public Health Division Kollam	
Public Health Division Kottarakkara	
Public Health Division South Thiruvananthapuram	
Water Supply Division Attingal	
Water Supply Division Neyyatinkara	
Public Health Division Kottayam	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Thiruvalla
Public Health Division Pathanamthitta	
Public Health Division Thiruvalla	
Public Health Division Alappuzha	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Thiruvalla
Public Health Division Aluva	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Aluva.
Public Health Division Kaduthuruthy	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Kochi
Water Supply Division Kochi - 18	
Public Health Division Kochi - 16	
Public Health Division Muvattupuzha	
Public Health Division Thodupuzha	
Public Health Division Irinjalakkuda	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Thrissur.
Public Health Division Thrissur	
Public Health Division Palakkad	
Public Health Division shoranur	



Public Health Division Edappal	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Kozhikkode
Public Health Division Kozhikode	
Public Health Division Malappuram	
Public Health Division Sulthan Bathery	
Public Health Division Vatakara	
Water Supply Division Kannur	Assistant Executive Engineer, Quality Control Sub Division, Kerala Water Authority, Kannur
Water Supply Division Taliparamba	
Public Health Division Kasargod	

### **III. BREAK-UP OF UNIT RATE**

Supply of Alum Grade IV to various Division Offices in Southern Central and Northern regions of Kerala Water Authority on Running Contract Basis for the year 2023-24

Sl. No.	Region	Units	Basic Rate in One Metric Tonne	GST (18%)	Total Rate Per MT with Taxes
			Rs.	Rs.	Rs.
1	Southern Region	Tonne	15900	2862	18762
2	Central region	Tonne	15900	2862	18762
2	Northern Region	Tonne	16350	2943	19293

**Sajiv Retnakaran**  
**CHIEF ENGINEER (HRD&GL)**

**IV. SCHEDULE OF RATE****REQUIREMENT OF ALUM GRADE – IV FOR THE YEAR 2023-24**

Region	Consignee Division	Requirement (2023-24) in MT	Rate (Incl. GST)	Amount (Rs.)
<b>CR</b>	Public Health Division Alappuzha	134.19	18762	2517672.78
	Public Health Division Aluva	733.91	18762	13769619.4
	Public Health Division Irinjalakkuda	73.56	18762	1380132.72
	Public Health Division Kochi-16	89.5	18762	1679199
	Public Health Division Muvattupuzha	70.78	18762	1327974.36
	Public Health Division Thodupuzha	14.88	18762	279178.56
	Public Health Division Thrissur	73.48	18762	1378631.76
	Water Supply Division Kochi -18	112.47	18762	2110162.14
<b>CR Total</b>		<b>1302.77</b>	<b>18762</b>	<b>24442571</b>
<b>NR</b>	Public Health Division Edappal	14.5	19293	279748.5
	Public Health Division Kasargod	29	19293	559497
	Public Health Division Kozhikode	103	19293	1987179
	Public Health Division Malappuram	147.01	19293	2836263.93
	Public Health Division Palakkad	47.13	19293	909279.09
	Public Health Division shoranur	140.02	19293	2701405.86
	PH Division Sulthan Bathery	49.65	19293	957897.45
	Public Health Division Vatakara	23	19293	443739
	Water Supply Division Kannur	102.42	19293	1975989.06
	Water Supply Division Taliparamba	264	19293	5093352
<b>NR Total</b>		<b>919.73</b>	<b>19293</b>	<b>17744351</b>
<b>SR</b>	Head Works Division Aruvikkara	1007.38	18762	18900463.6
	Public Health Division Kaduthuruthy	17.24	18762	323456.88
	Public Health Division Kollam	4.59	18762	86117.58
	Public Health Division Kottarakkara	385	18762	7223370
	Public Health Division Kottayam	16.61	18762	311636.82
	Public Health Division Pathanamthitta	16.67	18762	312762.54
	Public Health Division South TVM	518.84	18762	9734476.08
	Public Health Division Thiruvalla	36.5	18762	684813
	Water Supply Division Attingal	160.3	18762	3007548.6
	Water Supply Division Neyyatinkara	330.87	18762	6207782.94
<b>SR Total</b>		<b>2494</b>	<b>18762</b>	<b>46792428</b>
<b>Grand Total</b>		<b>4716.5</b>		<b>88979350</b>

**Sajiv Retnakaran**  
**CHIEF ENGINEER (HRD&GL)**

**V. FORM OF AGREEMENT**  
*(For Rate or Running Contracts)*

Agreement executed the ..... day of ..... between ..... (hereinafter called "the Contractor") and the Chief Engineer (HRD&GL), Kerala Water Authority (hereinafter called "the CE(HRD&GL)")

WHEREAS the Contractor has tendered for the supply of articles for the use of the Chief Engineer as per tender Notification No. .... dated ..... Published at pages ..... of part ..... of the Kerala Government Gazette dated ..... Which tender notification shall form part of this Agreement as if incorporated herein;

“AND WHEREAS the Chief Engineer/Purchasing Officer have/has been pleased to accept the offer subject to the conditions stipulated in the supply order No. .... Dated ..... (which shall form part of this agreement as if incorporated herein) in respect of the articles mentioned therein”.

AND WHEREAS the Contractor has as security for the due fulfillment of his obligations under this deed deposited Rs. .... being ..... per cent of the estimated value of the contract in ..... Treasury as per Pass Book No. .... /Chalan No. .... and pledged the Pass Book to the ...../ as per draft on ..... Bank duly approved by the Government/ in the form of a letter of guarantee for such amount from .....Bank approved by the Government.

**NOW THESE PRESENTS WITNESS AS FOLLOWS**

1. (a) In cases where along with the tender samples have been forwarded to the Chief Engineer and the sample approved the Contractor agrees to supply the materials according to the approved samples. In other cases the Contractor agrees to forward samples to Chief Engineer for approval if so required and then to supply materials according to such approved samples. When samples are not required, the Contractor agrees to supply according to standard specifications.

Samples forwarded by the Contractor to the Chief Engineer will not be paid for and shall be the property of the Chief Engineer but the Chief Engineer are at liberty to return them to the Contractor on the completion of his contract or to pay for them at agreed rates if they from the date of delivery of the said goods to the Chief Engineer and that notwithstanding the fact that the Chief Engineer may have inspected and /or approved the said goods, if during the aforesaid period of ..... days/month the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the Chief Engineer in that behalf will be final and conclusive) the Chief Engineer will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods will be at the Contractor’s risk and all the provisions herein contained relating to rejection

of goods, etc., shall apply. The contractor shall, if so called upon to do replace the goods, etc., or such portion thereof as is rejected by the Chief Engineer. Otherwise the contractor shall pay to the Chief Engineer such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Chief Engineer in that behalf under this contract or otherwise.

2. Requests for enhancement of rates once accepted will not be considered except where Chief Engineer have, prior to the actual supplies, expressly agreed in writing for any price variation under specified circumstances. Conditions of sale or other special terms and conditions, if any, printed on the quotation sheets of the Contractor or attached with the Contractor's tender or any other letter or paper from the Contractor will not govern this contract nor bind the Chief Engineer in any manner whatsoever unless such terms have been expressly accepted by the Chief Engineer in writing.

3. The approximate quantities to be supplied are shown in the copy of the supply order herewith attached, but it is agreed that they are only estimates and not the actual quantities required by the Chief Engineer. The Chief Engineer however are not obliged to purchase the entire quantity mentioned in the order or even any portion of such quantity during the period of contract, in case no actual need arises therefore. The Contractor however agrees to supply the quantity required (even if it be in excess of the quantity estimated in the order but not exceeding the estimated quantity beyond ..... per cent) of any article at the rate tendered by him for that article within the time fixed.

4. In the case of goods delivered by shipment, the Contractor, shall where, the expected tonnage of goods is more than 200 tons, deliver goods through the Trivandrum Port, if so required by Government.

5. The Contractor agrees that time is the essence of this contract.

6. (a) If the contractor defaults in the due supply of all or any of the articles correctly and promptly as above the Chief Engineer are at liberty to procure the same from elsewhere without cancelling the contract as a whole. If Chief Engineer incur, in thus procuring such materials, a higher cost than the agreed rate such excess cost may be deducted by the Chief Engineer from the Contractor's bill or adjusted or otherwise realized from his security deposit or recovered from him by other means. The contractor agrees that he shall not be entitled to claim the excess, if any, of the tendered rate over such cost to Chief Engineer.

(b) If the Contractor fails to deliver all or any of the Stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a sum equivalent to 0.5% or 1% of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, upto a maximum deduction of 10% of the contract, prices of the delayed stores or services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

7. (a) All payments to the Contractor for supplies effected satisfactory will be made after scrutiny of his bills-

(i) either by departmental cheques payable at the Government Treasuries.

(ii) or by cheques or drafts of the Reserve Bank of India, State Bank of India and State Bank of Travancore (at any of their principal branches in India);

(iii) or in the case of supplies from abroad by drafts or otherwise as may be agreed to.

(b) The firms will produce stamped pre-receipted invoices in all cases where payments (advance/final) for release of railway receipts/shipping documents are made through Banks. In exceptional cases where the stamped receipts of the firms are not received for the

payments (in advance) the unstamped receipt of the bank (i. e. counterfoils of pay-in-slips issued by the Bank) alone may be accepted as a valid proof for the payment made.

8. All incidental expenses incurred by the Chief Engineer for making payments outside the District which the claim arises shall be borne by the contractor.

9. The contractor shall not assign or make over in part or wholly the contract or the benefits or burdens thereof. The contractor shall not underlet or sublet the execution of the contract or any part thereof without the consent in writing of the Chief Engineer. The Chief Engineer shall have absolute power to refuse such consent or rescind such consent (if given) at any time. The contractor shall not be relieved from his obligation, duty or responsibility under this contract even if consent to let or subject is given by Chief Engineer.

10. NOTWITHSTANDING the provisions contained in clause 5, the Chief Engineer shall have the right to cancel the contract for any default on the part of the contractor in due performance thereof.

11. It shall be lawful for the Chief Engineer from and out of any money for the time being payable or due to the Contractor from the Chief Engineer under this contract or otherwise to set off any loss or expense, cost or damages sustained or incurred by the Chief Engineer by reason of the cancellation of the contract.

12. The security deposit shall subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract. In all cases where there are guarantee for the goods supplied the security deposit will be released only after the expiry of the guarantee period.

13. The contractor agrees that any communication addressed to him may be handed over to him or his agent personally or left at his residence or place of business or may be sent by prepaid post to his address or through the e-mail as mentioned in this deed.

14. In case the supply of articles involves erection of machinery the contractor agrees that the machinery will be erected within the time and at the place specified by the Chief Engineer/Purchasing Officer in that behalf. It shall also be the duty and responsibility of the contractor to see that the machinery thus erected is in good working condition to the satisfaction of the person duly authorized by the Chief Engineer/Purchasing Officer in that behalf and to ensure the proper functioning of the machinery till the guarantee period is over. In the event of the failure of the contractor to erect the machinery within the time and at the place specified by the Chief Engineer/Purchasing Officer or in the event of the machinery failing to function properly during the guarantee period, the amount spent by the Chief Engineer and the loss sustained by the Chief Engineer on this account by making alternative arrangements shall be recoverable from the contractor in the manner provided in clause 15 hereunder.

15. The Contractor agrees that all sums found due to the Chief Engineer under or by virtue of these presents shall be recoverable from him and his properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as though they are arrears of land revenue or in any other manner and within such time as the Chief Engineer may deem fit. In deciding what sum of money is due to Chief Engineer under or by virtue of this deed, the contractor agrees that the decision of the Chief Engineer shall be final and conclusive and shall be binding on the contractor.

16. The Contractor agrees that any sum of money due and payable to him from Chief Engineer shall be adjusted against any sum of money due to Chief Engineer from him under any other contracts.

In witness whereof the Contractor and Sri ....., Chief Engineer (HRD&GL) Kerala Water Authority.

Signed, sealed and delivered by .....  
(Contractor)

In the presence of witnesses

(1)

(2)

Signed, sealed and delivered by ..... (H.E.  
name and designation) for and on behalf of Kerala Water Authority.

In the presence of witnesses

(1)

(2)

**VI. MODEL BANK GUARANTEE FORMAT FOR FURNISHING  
PERFORMANCE SECURITY DEPOSIT GUARANTEE BOND PRESCRIBED BY  
THE GOVERNMENT OF KERALA**

(To be used by Nationalised and Scheduled Commercial Banks)

In consideration of the Chief Engineer (HRD&GL), Kerala Water Authority, Trivandrum, Kerala (hereinafter called the "Chief Engineer") having agree to exempt (H.E. name and address) [Hereinafter called "the said Contractor(s)"] from the demand, under the terms and conditions of an agreement dated..... made between ..... and ..... for ..... (hereinafter called "the said Agreement") of security deposit for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs..... [Rupees.....(in words) .....only]. We ..... Bank Limited (hereinafter referred to as "the Bank" do hereby undertake to pay to the Chief Engineer an amount not exceeding Rs. .... (Rupees in words) against any loss or damage caused to or suffered or would be caused to or suffered by the Chief Engineer by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement

2. We ..... Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Chief Engineer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Chief Engineer by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. 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 ` .....(Rupees in words).....

3. We ..... Bank Limited further agree that the 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 Chief Engineer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged of till .....(Office/Department) certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us within one year from the period fixed or extended (if the agreement/supply order specifically provide for such extension of time) for the due performance of the contract by the contractor we shall be discharged from all liability under this guarantee thereafter.

4. We..... Bank Limited further agree with the Chief Engineer that the Chief Engineer shall have the fullest liberty without our consent and without affecting in any manner our obligations 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 Chief Engineer against the said contractor(s) and to forbear 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 Chief Engineer or any indulgence by the Chief Engineer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. To give effect to this guarantee it shall be competent for the Chief Engineer to act as though the Bank, were the principal debtor.

6. It is hereby expressly agreed and declared that this guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any former or other guarantees or guarantee heretofore given by the Bank to the Chief Engineer and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such other guarantee or guarantees.

7. We.....Bank Limited lastly undertake not to revoke this guarantee during its currency except with the previous consent of Chief Engineer in writing.

Dated..... day of .....  
thousand.....for ..... Bank  
Limited