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KERALA WATER AUTHORITY

Jalabhavan
Thiruvananthapuram – 695033
Kerala – India

No. KWA-JB/4298/2024-AE(SP)

Dated: 10-09-2024

From

The Chief Engineer (HRD & GL)

To

Popular Lime Shell Industries,
Madappatu, Manjummel P O, Udyogamandal
Ernakulam, Kerala. Pin - 633501.
9447074268, popularpli@yahoo.com

Sir / Madam,

Sub: Supply and delivery of Hydrated Lime Grade C on running contract basis to various Divisions in Southern, Central and Northern Regions of Kerala Water Authority for the year 2024-25 – Supply Order –Reg.

- Ref : 1. This office sanction proceedings No. KWA-JB/4298/2024-AE(SP), dated 29-06-2024 of CE (HRD & GL).
2. E-Tender ID: 2024_KWA_680940_1, Ref No KWA/SP-05/2024-25/LIME.
3. This office Technical evaluation proceedings of KWA-JB/4298/2024-AE(SP), dated 21-08-.2024.
4. Financial Bid Evaluation Proceedings No. KWA-JB/4298/2024-AE (SP), dated 01-09-2024.

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 from nationalised banks / Bank Guarantee from nationalised or scheduled banks valid for a period of of 14 months/ Treasury savings bank deposits/ Post office Savings Bank Deposits, 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. Performance Security shall be drawn/pledged in favour of the Accounts Officer (Est. & Admin.), Kerala Water Authority, Thiruvananthapuram.

Sl No	Work Description	Contract amount (₹)	Performance Security (₹)
1	Supply of Hydrated Lime Grade C in Southern region	12368884.250	618444
2	Supply of Hydrated Lime Grade C in Central region.	11246672.81	562334
3	Supply of Hydrated Lime Grade C in Northern region.	7378682.220	368934

Notes

1. The contents of the package 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. Terms and Conditions.
2. Details of Quality Control Labs
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 Division under Southern Region, Central Region and Northern Region. *The consignee 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, All Public Health Circles. *for information.*
4. The Chief Engineer (SR/CR/NR), Kerala Water Authority *for information.*
5. The Executive Engineer, Quality Control Division, Kerala Water Authority, Thiruvananthapuram, Ernakulam

and Kozhikode and the Director, State Referral Institute, Maradu, Kochi.

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.

6. The Assistant Executive Engineers, Quality Control Sub Divisions, Kerala Water Authority, Thiruvananthapuram, Thiruvalla, Aluva, Thrissur, Kozhikode and Kannur *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.*
7. The Joint Commissioner, Tax Towers, Karamana (P. O.), Killippalam, Thiruvananthapuram
8. The Commissioner. Income Tax Commissionerate. Ayakar Bhavan, Kowdiar. Thiruvananthapuram.

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I. TERMS AND CONDITIONS

1. Price: The rates noted are for supply of Hydrated Lime Grade C : as per **IS 1540(Part 2) : 1990, IS 1514 : 1990**, for delivery of materials at various destinations and are inclusive of GST @ 5% 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@ 5%**.

3. Firmness of Price: The rates noted in the Schedule are firm during the period of contract and no price variation except for the statutory validation in taxes will be allowed. The taxes prevailing at the time of despatch shall be applicable provided the materials reach the consignee within the original delivery period. Any increases in the levies that come into effect during the extended delivery period shall not be allowed unless it is specifically allowed by Kerala Water Authority on the merit of each case. But any decrease in the levies during the extended delivery period will be made applicable. The break-up of Rates as quoted by you is enclosed herewith. Delivery period is 15 days from the date of intimation of requirement by the Consignee.

4. 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.

5. 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 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.

6. Testing Procedure: The following will be the guidelines for testing of the chemical supplied.

(a) The suppliers may intimate their accurate supply schedule and their convenient date to be available at site to the respective Quality Control lab noted below. The information should reach at least a week in advance of the date of supply.

(b) Whenever the supply of chemicals is effected by the supplier, an officer not below the rank of an Assistant Executive Engineer shall arrange to take the samples from the lot strictly in conformity with sampling techniques specified in the relevant IS.

(c) i. The samples collected either by Quality Control wing or by the consignee should be in the presence of the supplier or his authorized representative for routine tests. A minimum of three samples should be collected from the supplies made at site. The samples should be sealed properly with signature of the Assistant Engineer or Assistant Executive Engineer and the supplier or his authorized representative.

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

iii. The other two samples will be sent to the Quality Control lab properly packed, within 7 days from the date of collection. Along with the samples a certificate that "*Samples enclosed were personally collected by me, (Name & Designation) from tons of Hydrated Lime Grade C supplied by Popular Lime Shell Industries, Manjummel P O, Udyogamandal, Ernakulam, Kerala. Pin - 633501 as per supply order No. KWA-JB/4298/2024-AE(SP) dated 10-09-2024 and the samples were collected in the presence of M/s Popular Lime Shell Industries or his authorized representative*)" duly authenticated may be sent to the Quality Control

wing.

(d) The Quality Control wing will select one of the two samples so received and test the same in conformity with the provisions in the relevant IS and intimate the results to the officer concerned for further action. The test result shall be furnished to the concerned office, within 7 days from the date of receipt of the samples. The other sample shall be preserved as a referee sample by the Quality Control Unit. The referee sample will be kept in safe custody by the Quality Control wing for a period of three months for

retesting, if any, required in case of disputes. After the expiry of three months the sample will be destroyed or otherwise disposed of and no disputes regarding the accuracy of test result shall be entertained thereafter.

(e) If there is any disputes regarding the test results intimated by the Quality Control wing and if the supplier challenges the result, then the concerned officer may request the Quality Control wing to have a retesting of the referee sample within the time limit prescribed. Quality Control wing 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.

(f) No request for any further test of samples of the lot shall be entertained by the Quality Control wing, unless specifically directed by the Technical Member.

(g) As far as possible Quality Control wing will try to collect samples on receipt of intimation from the consignee or supplier. In cases wherever Quality Control wing is able to collect the samples within a week of intimation, the consignee Assistant Engineer need not take a second set of samples. In places where Quality Control wing collect the samples as a routine procedure the data will be kept as surveillance data and used by the Technical Member for processing the contracts in the coming year. Under normal circumstances the test result of samples collected by Quality Control wing or the 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 Quality Control and the test results of samples collected and tested by Quality Control unit the officers issuing the certificate of collection (Consignee) will be answerable. Notwithstanding anything stated above the Technical Member or the Managing Director reserves the right to withhold payments and recover the loss from suppliers from any of the pending bills if the test results of Quality Control surveillance of the samples of the same supplier are consistently substandard. Consignee Executive Engineer may constantly watch the results and take up such cases with the Head Office for further action.

7. Acceptance of Supplies: Materials supplied which are not in accordance to the specifications are liable to be rejected. The supplier shall have no right to claim compensation of any nature in respect of such rejected stores. The Kerala Water Authority reserves the right to take samples from the quantity supplied. The samples thus taken will be tested through Quality Control wing 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 method prescribed in IS: 1514/1990 with latest amendments and as per IS 1540(Part 2): 1990. As per IS, the percentage of Ca (OH)₂ will be estimated through iodine method. The results of such tests shall be binding on the supplier. In case of any disputes on the above results the samples shall be further tested by sugar method at the same laboratory and the latter result

shall be taken as a final one for making payment. **Any stores found defective/ inferior in quality or if the Ca(OH)₂ content is found to be 86% or below on testing, 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 consignee.** 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 lime supplied before getting the test result, no payment to such quantity consumed shall be made under any circumstances

8. Payment: 100% payment will be made after receipt, testing and verification of the materials by the consignees. The payment will be limited to the actual quantity of materials received at destination stores and according to the results obtained from the respective Quality Control lab. The weighment recorded at stores shall be final and binding on the supplier. The supplier shall make their own arrangement if they so desire to depute their representative to witness the weighment at the stores of KWA.

9. Liquidated damage: In case of delay in delivery of materials, liquidated damages shall be levied at 0.5% of the delivered price of delayed goods for each week of delay until actual delivery up to a maximum of 10% of the contract price of the delayed stores. Once the maximum of 10% is reached, the purchaser may consider termination of the contract. If the entire supply is not completed before the expiry of 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 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 can be given only if approved by the resolution of 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.

9. Mode of Supply: : The Hydrated Lime shall be supplied as per IS 1540(Part 2): 1990 and IS

1514/1990 with its latest amendments and with a minimum Ca(OH₂) content of 86% suitable for water treatment packed in 25/40/50kg. The material shall be packed in polyethylene - lined gunny bags [as per IS 1540 (Part 2):1990]. The packages shall be marked with name of material, indication of source of material mass of material in the package and batch number.

10. 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 ₹ 200/- (Rupees Two hundred only) after furnishing a 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.

11. 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.

12. 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.

Sajiv Retnakaran
Chief Engineer (HRD&GL)

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II. DETAILS OF QUALITY CONTROL LABS OF KWA

Consignee Division	Address of Assistant Executive engineers in charge of Laboratories
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,
Water Supply Division Kochi - 18	

Public Health Division Kochi - 16	Quality Control Sub Division, Kerala Water Authority, Kochi
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	

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III. BREAK-UP OF UNIT RATE

Supply and delivery of Hydrated Lime - Grade C on running contract basis to various division offices of Kerala Water Authority on Running Contract Basis for the year 2024-25.

Sl. No.	Region	Units	Basic Rate in	GST (5 %)	Total Rate
			One Metric Tonne		Per MT with GST
			₹	₹	₹
1	Southern Region	Tonne	12888	644.40	13532.40
2	Central Region	Tonne	11688	584.40	12272.40
3	Northern Region	Tonne	14188	709.40	14897.40

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Sajiv Retnakaran
Chief Engineer (HRD&GL)

**IV. Schedule of Rate. Supply and delivery of Hydrated Lime - Grade C
for the year 2024-25.**

Region	Division	LIME - Requirement for 2024-25 [Quantity in MT]	Rate	Amount
CR	Public Health Division Alappuzha & Kayamkulam	52.885	12272.4	649025.874
	Public Health Division Aluva	537.84	12272.4	6600587.62
	Public Health Division Irinjalakkuda	53.71	12272.4	659150.604
	Public Health Division Kochi-16	31.45	12272.4	385966.98
	Public Health Division Muvattupuzha	61	12272.4	748616.4
	Public Health Division Thodupuzha and Idukki	51.36	12272.4	630310.464
	Public Health Division Thrissur	88.049	12272.4	1080572.55
	Water Supply Division Kochi -18	40.13	12272.4	492491.412
CR Total		916.42	12272.4	11246672.8
NR	Public Health Division Edappal	26.5	14897.4	394781.1
	Public Health Division Kasargod	11	14897.4	163871.4
	Public Health Division Kozhikode	77.15	14897.4	1149334.41
	Public Health Division Malappuram	85.8	14897.4	1278196.92
	Public Health Division Palakkad	42	14897.4	625690.8
	Public Health Division shoranur	15.5	14897.4	230909.7
	Public Health Division Sulthan Bathery	15.78	14897.4	235080.972
	Public Health Division Vatakara	11.74	14897.4	174895.476

	Water Supply Division Kannur	65.308	14897.4	972919.3992
	Water Supply Division Taliparamba	144.525	14897.4	2153046.735
NR Total		495.3	14897.4	7378682.22
SR	Head Works Division Aruvikkara	362	13532.4	4898728.8
	Public Health Division Kaduthuruthy	16.1	13532.4	217871.64
	Public Health Division Kollam	6.441	13532.4	87162.1884
	Public Health Division Kottarakkara	98	13532.4	1326175.2
	Public Health Division Kottayam	22.7	13532.4	307185.48
	Public Health Division Pathanamthitta	18	13532.4	243583.2
	Public Health Division South TVM	167.4	13532.4	2265323.76
	Public Health Division Thiruvalla	32.355	13532.4	437840.802
	Water Supply Division Attingal	62.795	13532.4	849767.058
	Water Supply Division Neyyatinkara	128.23	13532.4	1735259.652
SR Total		914.02	13532.4	12368884.25
Grand Total		2325.74		30994239.28

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Sajiv Retnakaran
Chief Engineer (HRD&GL)

