

E-Tender No 2020_KASE_350446_1

KERALA ACADEMY FOR SKILLS EXCELLENCE

Agreement No: *KASE-745/2020-1(20-21) dated 26.08.2020*

Between **SHAMEER M A**, Masthikund House, Muliya Post, Kasaragode

And

MANAGING DIRECTOR, Kerala Academy for Skills Excellence, Trivandrum


Name of work : **Up gradation of Government ITI Kannur into International Standards.**

Estimate : **Sanction No KASE-20/2016 dated 15.02.2020**

: **Amount : Rs. 4,08,60,000/-**

Amount of Contract : **Rs. 3,40,93,937.97 Excluding GST**

Time of completion : **Eight Months**



CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence



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A 851477

A 851477

Agreement No. KASE - 745/2020 - 1 (20-2) Dated ²⁶ .08.2020

CONTRACT AGREEMENT entered into this ___ day of August Two Thousand and Twenty between Shri. **SHAMEER M A**, Masthikund House, Muliya Post, Kasaragode on the one part and the Managing Director, Kerala Academy for Skills Excellence, 3rd Floor, Carmel Tower, Vazhuthacaud PO, Thiruvananthapuram -14 for and on behalf of Kerala

CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

6307. Valled. Rs. Thiruvananthapuram
to Shameer M A
Muliya

TREASURY
29 JUN 2020



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T 179830

Signed and delivered - SHAMEER M A, Masthikund House, Muliyar Post,
Kasaragode.

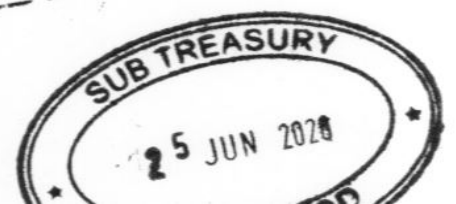
CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

In the Presence of Witnesses:

- 1.
- 2.

No. 3.09. Value of Rs. One Thousand Only
Sold to Shameer M A
Muliyar

K. Gokula Nair






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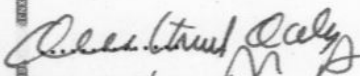
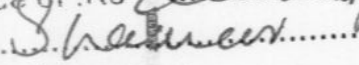
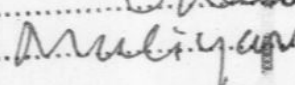
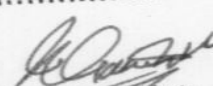
T 179831

Signed and delivered by Managing Director, Kerala Academy for Skills Excellence, 3rd Floor, Carmel Tower, Vazhuthacaud PO, Thiruvananthapuram for and on behalf of the Kerala Academy for Skills Excellence.

In the Presence of Witnesses:

- 1.
- 2.


CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

No. 310 Value of Rs. 
Sold to 


K. Gokula Nri

SUB TREASURY
25 JUN 2020
TRIPUNITHUR



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T 179834

Name of the work: "Up gradation of Government ITI Kannur to International Standards"

[Handwritten signature]

[Handwritten signature]

CHANDRASEKAR S IAS
 Managing Director
 Kerala Academy for Skills Excellence

No. 6311. Value of Rs. ~~Two Hundred and One thousand~~
 Sold to *Shameer M. A.*
Muliyil





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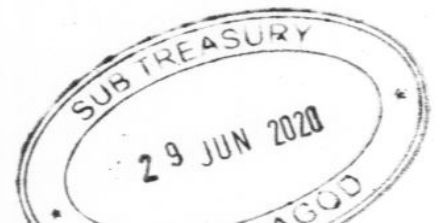
T 179835

Name of the work: "Up gradation of Government ITI Kannur to International Standards"

CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

6312 Rupees One thousand
old to S. Suresh M. A.
Mulliyar

asaragod
K. Gokula Nair
Court Stamp Venn





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CM 391072

Name of the work: "Up gradation of Government ITI Kannur to International Standards"

CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

6313 Value of Rs. *One Hundred*
Sold to *Shamun M A*
Muliyar

Kasaragod Dt *29 6 2020* K. Gokula *KGK*
Court Stamp Venno



CONTRACT AGREEMENT

Article of agreement made the 26th day of August 2020

By and Between

M/s. Kerala Academy for Skills Excellence, a company owned by the Government of Kerala and incorporated under section 25 of the Companies Act, 1956 with its Registered Office at 3rd Floor, Carmel Towers, Vazhuthacaud, Thiruvananthapuram, Kerala – 695014, represented by its Managing Director Shri. Chandrasekar S. IAS (hereinafter referred to as the “KASE”, which expression shall, unless repugnant to the context or meaning therein includes its executors, successors or assigns,)

AND

Mr. Shri. SHAMEER M A, Masthikund House, Muliya Post, Kasaragode (hereinafter referred to as the “Contractor”, which expression shall, unless repugnant to the context or meaning therein includes its executors, successors and, assigns) of the other part.

WHEREAS the Government of Kerala are desirous of upgradation of Government ITI Kannur to International Standards 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 Government of Kerala has authorized KASE to find a suitable contractor/ company/ firm for the purpose and to enter into an agreement with him/it;



AND WHEREAS the said schedule A, drawings numbered serially 1 to ,schedule B and the specifications Schedule C have been signed by or on behalf of the parties hereto;

AND WHEREAS the Contractor has deposited total security deposit of Rs 48,97,800/- as security for the due performance of his contract ;


AND WHEREAS the Contractor has also signed the copy of the Madras Detailed Standard Specification (MDSS), excluding Clause 73, and other Clauses relating to Arbitration contained therein and addenda volume there to maintained in the KASE Office, Thiruvananthapuram 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.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the preliminary specification of MDSS and such other conditions as are contained in all the specifications forming part of this contract (herein after referred to as "the said conditions") as per 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 of progress noted at the end of this article of contract for a sum of **3,40,93,937.97/-** excluding GST or such other sum as may be arrived at under the Clause of the standard preliminary specifications 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 Rs. **3,40,93,937.97/-** excluding GST or such other sum as may be arrived at under the Clause of the standard preliminary specifications 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 work 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 the way of alterations of, additions to, or deductions from, the said works and method of payment therefor as are provided for in the said conditions.




CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

- (2) The term the Managing Director in the said conditions shall mean the Public Works Officer in charge, of KASE who shall be competent to exercise all the powers and privileges reserved herein, in favour of KASE with the previous sanction of the Government.
- (3) The parties hereto agree to abide by the condition that Arbitration shall not be a means of settlement of disputes or claims or anything on account of or arising out of this Contract.
- (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 executed by competent authority and the site (or premises) is handed over to him as provided in the said conditions and agrees to complete the work within Eight (8) months from the date of such handing over of the site/premises and to show progress as defined in the tabular statement "Rate of progress" below, subject nevertheless to the provisions for the extension of time contained in the relevant Clause.
- (5) The above said conditions shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their respective parts.
- (6) Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Public Works Officer in charge, of KASE, the security deposited by the Contractor as herein before recited or such portions thereof as he may be entitled to under the said conditions shall be returned to the Contractor.

IN WITNESS WHEREOF the parties hereto have set their hand and seal on the day and year first above written.

Signature of on behalf of KASE

Shri. Chandrasekar S. IAS

(seal)

for and on behalf of KASE



Signature of the Contractor

Mr. Shameer MA



CHANDRASEKAR S IAS
Managing Director
Kerala Academy for Skills Excellence

(seal)

Masthikund House, Muliyar Post, Kasaragode

Signature of witness to the signature of Contractor.