



KERALA STATE

**INDUSTRIAL TRAINING DEPARTMENT**

MINISTRY OF LABOUR AND SKILLS



**KASE**

KERALA ACADEMY FOR SKILLS EXCELLENCE

Skill Development Mission of Government of Kerala

**KIIFB PROJECT –  
UPGRADATION OF GOVERNMENT ITI  
DHANUVACHAPURAM ON PAR WITH  
INTERNATIONAL STANDARDS**

**Agreement No: KASE-1804/2019-1(19-20) dated  
25.11.2019**

Location : Dhanuvachapuram  
District : Thiruvananthapuram  
Constituency : Parassala

E-Tender No 2019\_KASE\_303992\_1

**KERALA ACADEMY FOR SKILLS EXCELLENCE**

Agreement No: ..... KASE - 1804/2019 - 1 (19-20) .....

Between M/s Heather Constructions, TC 9/1775(2), Pattanikunnu Lane, Sasthamangalam, Trivandrum

And

Managing Director, Kerala Academy for Skills Excellence, Trivandrum

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

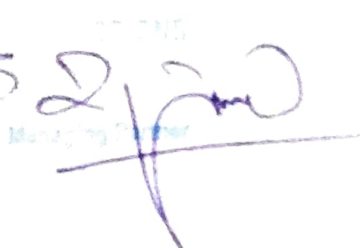
Estimate : Sanction No. KASE - 1804/2019 dated 24.07.2019

: Amount : Rs. 11,86,98,400/-

Amount of Contract : Rs.11,18,16,444.30 Excluding GST

Time of completion : 20 Months

  
N. RASEKAR S IAS  
Managing Director  
Kerala Academy for Skills Excellence

  
Managing Director

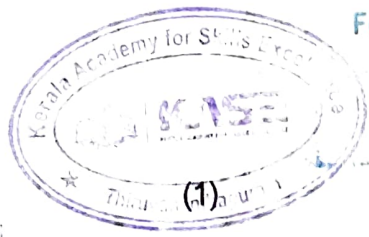




केरल KERALA Agreement No... KASE.: 1804/2019-1-(11-20) Dated 25<sup>th</sup> November 2019 CI 530781

CONTRACT AGREEMENT entered into this 25<sup>th</sup> day of November Two Thousand and Nineteen between M/s Heather Constructions, TC 9/1775(2) Pattanikunnu Lane, Sasthamangalam, Thiruvananthapuram -10 on the one part and the Managing Director, Kerala Academy for Skills Excellence, 3<sup>rd</sup> Floor, Carmel Tower, Vazhuthacaud PO, Thiruvananthapuram -14 for and on behalf of Kerala Academy for Skills Excellence of the other part for the execution of the work of "Up gradation of Government ITI Dhanuvachapuram to International Standard" by the former for Kerala Academy for Skills Excellence as per accompanying Agreement, Plans, Specifications and Conditions of Contract approved by the Managing Director, KASE, 3<sup>rd</sup> Floor, Carmel Tower, Vazhuthacaud PO, Thiruvananthapuram -14.


  
**CHANDRASEKAR S IAS**  
Managing Director  
Kerala Academy for Skills Excellence

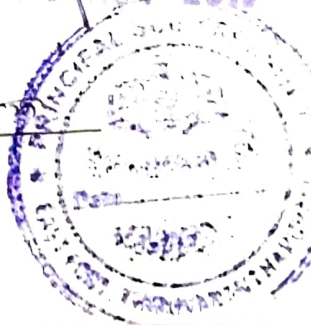


For HEATHER CONSTRUCTIONS  
  
Managing Partner

18 NOV 2019

no. 40001  
20-11-19

  
**SASTHAMANGALAM**  
VENDOR  
S. S. SABHANKUM



Heather Constructions

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

020 केरल KERALA Signed and delivered M/s Heather Constructions, TC 9/1775(2), Pattanikulam Lane, Sasthamangalam, Trivandrum. 570782

Sasthamangalam, Trivandrum.

For HEATHER CONSTRUCTIONS

*[Signature]*  
Managing Partner

In the Presence of Witnesses:

1. *[Signature]* SANJAY C partner Heather Constructions, TV 17
2. *[Signature]* SUNIL KUMAR C DDM (Asst) Heather Constructions, TV 17

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

*[Signature]*  
**CHANDRASEKAR S IAS**  
Managing Director  
Kerala Academy for Skills Excellence

In the Presence of Witnesses:

1. S. S. Nambodiri  
Consultant Civil *[Signature]*
2. *[Signature]* S. KRISHNAN POTTI, EXECUTIVE (PROJECTS)  
KASE



18 NOV 2019

10-40002  
20-11-19

(2) *[Signature]*

**SASTHAMANGALAM**  
VENDOR  
**S. SOBHANA KUMARI**



Heather Constructions

## CONTRACT

Article of agreement made the 25<sup>th</sup> day of NOVEMBER 2019 between Managing Director, KASE, Thiruvananthapuram acting for and on behalf of Government of Kerala of the one part and M/s Heather Constructions, TC 9/1775(2), Pattanikunnu Lane, Sasthamangalam, Trivandrum of the other part.

Whereas the Government of Kerala are desirous of Up gradation of Government ITI Dhanuvachapuram into 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.

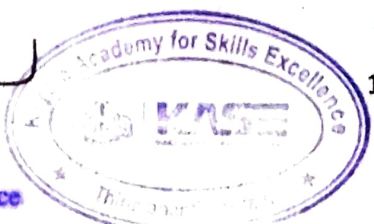
And whereas the said schedule A, drawings numbered serially 1 to ..... inclusive (schedule B) and the specifications (Schedule C) have been signed by or on behalf of the parties hereto;

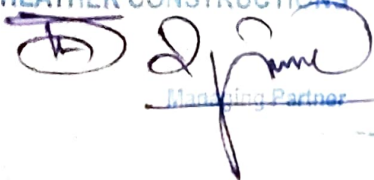
And whereas the Contractor has deposited total security deposit of Rs.55,90,823/- as security for the due performance of his contract ;

And whereas the Contractor has also signed the copy of the Madras Detailed Standard Specification Excluding Clause 73 and other Clauses relating to Arbitration contained therein and addenda volume there to maintained in the KASE Office, Trivandrum in acknowledgement of being bounded 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") the works shown upon the drawings and

  
**CHANDRASEKAR S IAS**  
Managing Director  
Academy for Skills Excellence


  
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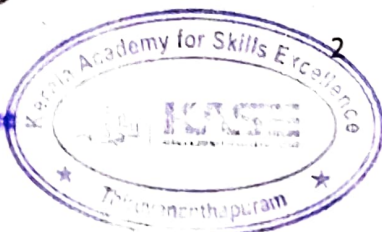
For HEATHER CONSTRUCTIONS  
  
Managing Partner

described in the said specifications and set to forth in schedule A as the "probable quantities" and comply with the rate of progress noted at the end of this articles of agreement for a sum of Rs.11,18,16,444.30 excluding GST or such other sum as may be arrived at under the Clause of the standard preliminary specifications relating to " Payment on lumpsum basis or by final measurement at unit prices".

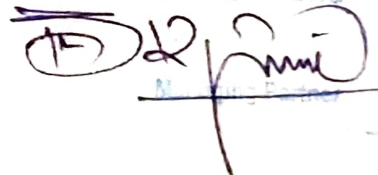
Now it is hereby mutually agreed as follows.

- (1) In consideration of the payment of the said sum of Rs. 11,18,16,444.30 excluding GST or such other sum as may be arrived at under the Clause of the standard preliminary specifications relating to " Payment on lumpsum 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 therefore as are provided for in the said conditions.
- (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 the Government with the previous sanction of or subject to the rectifications by the .....in cases where such sanction or rectification may be necessary.
- (3) The parties to this contract agreed to under take the conditions that Arbitration shall not be a means of settlement of disputes or claims or anything on account 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 accepted 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 20 months from the date of such handing over of the site(or premises) and to show progress as defined in the tabular statement "Rate of progress" below, subject never the less to the provisions for the extension of time contained in relevant Clause.

  
**CHANDRASEKAR S IAS**  
Managing Director  
Kerala Academy for Skills Excellence



For HEATHER CONSTRUCTIONS

  
N. S. S. S.

- (5) The said conditions shall be read and construed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on there parts respectively.
- (6) Upon The terms and conditions of the agreement being fulfilled and performed to the satisfaction of the Engineer –in-charge, the security deposited by the Contractor as herein before recited or such portions there of as he may be entitled to under the said conditions shall be returned to the Contractor.

IN WITNESS WHEREOF the Contractor M/s Heather Constructions, TC 9/1775(2), Pattanikunnu Lane, Sasthamangalam, Trivandrum -10 has hereunto to set his hand and Managing Director, Kerala Academy for Skills Excellence has here unto to set his hand the day and year first above written.

Signature of on behalf of KASE

*[Handwritten Signature]*  
**CHANDRASEKAR S IAS**  
 Managing Director  
 Kerala Academy for Skills Excellence  


Signature of the Contractor

For **HEATHER CONSTRUCTIONS**  
*[Handwritten Signature]*  
 Managing Partner

Signature of witness to the signature of Contractor.

*[Handwritten Signature]* **SANJAY.C** partner Heather constructions.