



डॉ. संजय शर्मा  
Dr. Sanjay Sharma

प्रधान अन्वेषक  
Principal Investigator

संस्थागत विकास योजना  
राष्ट्रीय कृषि उच्च शिक्षा परियोजना(राकृउशिप)  
INSTITUTIONAL DEVELOPMENT PLAN  
NATIONAL AGRICULTURAL HIGHER EDUCATION PROJECT(NAHEP)  
राजमाता विजयाराजे सिंधिया कृषि विश्वविद्यालय  
राजा पंचम सिंह मार्ग, ग्वालियर-४७४००२ (म.प्र.)

**Rajmata Vijayaraje Scindia Krishi Vishwa Vidyalaya**

Raja Pancham Singh Marg, Gwalior-474002 (M. P.)

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### Quotation Details

Sealed quotations are invited from authorized civil contractors for renovation/modernization of classroom at college of Agriculture, Gwalior. The last date of submission of the quotation is 26.12.2022 & will be open on 27.12.2022. Quotation documents can be download through VV website. For more detail please contact to undersign office.



*[Handwritten Signature]*  
Principal Investigator  
14/12/2022

**Name of work:-Detail Estimate for Repair and Renovation Vijayaraje Sabhagar  
(1<sup>st</sup> year) class room COA Gwalior  
SOR w.e.f. 09 September 2022**

S. No.	Particulars	Measurements				Quantity	Rate	Unit	Amount
		No.	L.	B.	D.				
1.	As per S.O.R. Page No. (431) Item No. (14.51) Finishing walls with Acrylic Smooth exterior paint of required shade : Old work (Two or more coat applied @ 1.67 ltr/ 10 sqm) on existing cement paint surface).	2x1	24.00	3.60	--	172.80			
		2x1	9.75	3.60	--	70.20			
		2x1	24.00	4.40	--	211.20			
		1x1	8.00	4.40	--	35.20			
						489.24	101.00	Sqm	49424.00
2.	As per S.O.R. Page No. (403) Item No. (13.41) Providing and applying white cement based putty of average thickness 1 mm. of approved brand over the plastered wall surface to prepare the surface even and smooth i.e all cost of material, labour and scaffold etc in all position complete. Note : Putty shall be applied only on the internal walls. for application on the exterior walls prior permission of APD/Chief Engineer will be required.	2x1	24.00	4.40	--	211.20			
		1x1	8.00	4.40	--	35.20			
						246.20	74.00	Sqm	18218.00
3.	As per S.O.R. Page No. (428) Item No. 14.30) Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	2x1	24.00	4.40	--	211.20			
		1x1	8.00	4.40	--	35.20			
						246.20	6.00	Sqm	1477.00
4.	As per S.O.R. Page No. (369) Item No. (12.47.3) 12.5 mm thick square edge PVC Laminated Gypsum Tile of size 595x595 mm. made of Gypsum plasterboard, manufactured from natural gypsum as per IS 2095 part I and laminated with white 0.16mm thick fire retardant PVC film on the face side and 12micron metalized polyester on the back side with all edges sealed with the face side PVC film which goes around and wraps the edges and is bonded to the edges and the back side metalized polyester film so as to make the tile a completely sealed unit.	1x1	24.00	9.75	--	234.00	1004.00	Sqm	234936.00
5.	As per S.O.R. Page No. (408) Item No. (13.64) Painting with synthetic enamel paint of approved brand and manufacture to give an even shade: Two or more coats on new work.	3x2	1.20	2.10	--	15.12			
		15x2	0.90	1.20	--	32.40			
						47.52	53.00	Sqm	2518.00
6.	As per S.O.R. Page No. (589) Item No. (21.1.2.3) Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections appropriate / sections and other sections of approved make								

*[Signature]*

ed dia and size, including necessary filling up the gaps at sections, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle. Aluminium snap beading for glazing + paneling, C.P. brass stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately)

For shutters of doors, windows and ventilators including providing and fixing hinges pivots and making provision for fixing of fittings wherever required including the cost of

EPDM rubber neoprene gasket required (Fittings shall be paid for separately).

Polyester powder coated aluminium (minimum thickness of polyester powder coating 50 micron)

W	16x1	1.20	1.90	--	36.48			
D	2x1	2.50	1.20	--	6.00			
Partition	1x1	3.60	9.75	--	35.10			
					77.58			
					310.00	356.00	Kgs	110473.00

As per S.O.R. Page No. (590) Item No. (21.3.2)

Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge. (Cost of aluminium snap beading shall be paid in basic item)

With float glass panes of 5.0 mm thickness (weight not less than 12.50 kg/sqm)

36.40 940.00 Sqm 34291.00

As per S.O.R. Page No. (198) Item No. (9.33)

Providing and fixing 4mm thick coir veneer board, ISI marked IS: 14842, plain lining with necessary screws, priming coat on unexposed surface etc., complete.

35.00 818.00 Sqm 28711.00

**Total**

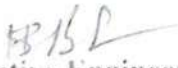
**Rs. 480048.00**


Add 18% for GST

Rs. 86408.00


**Grand Total**

**Rs. 5,67,000.00**

  
Executive Engineer  
R.V.S.K.V.V., Gwalior

  
Assistant Engineer  
R.V.S.K.V.V., Gwalior

Estimate Prepared by me

  
Sub-Engineer  
R.V.S.K.V.V., Gwalior

**Estimate for Electrical Renovation work in Vijayaraje Hall at COA, Gwalior**

**(Electrical SOR w.e.f. 15-09-2022)**

S No.	Particulars of Item	Unit	Qty	Rate	Amount
1	2	3	4	5	6
1.	<b>As Per S.O.R. Page No (79) Item No(31.4)</b> Supply and fixing of recessed mounting type Led light fixture, LED of 1 to 3 Watt each assembled on single MCPCB, having color temp upto 6500K & having 50000 burning hrs life with minimum @ L 70, system lumen output should be minimum with efficacy>100 lm/Watt. LED driver PF> 0.95, THD < 20% & surge protection 4KV. The colour rendering index of LED light should be more than 70. Housing made of CRCA powder coated frame with glare free diffused polycarbonate cover. Submission LM 79-08/IS16106 (2012), IEC60598, IEC61347i/c connection wire, testing etc. to complete the job.				
	31.4.1 LED luminaire 2' X 2', 36Watt, color temp 3000-6500k as required.	Each	55	3103.00	170665.00
2.	<b>As Per S.O.R. Page No (9) Item No(5.1)</b> Point wiring (excluding metallic switch box & sheet but including switches, sockets, lamp holders/ceiling roses etc) with 1.5sq. mm. PVC insulated cable FRLS with copper multi strand conductor ISI marked in Surface rigid P.V.C. casing and capping ISI marked of suitable size and 1.5sq. mm. PVC insulated FRLS copper earth continuity conductor of green colour inside casing & capping screwless connector for joints etc. as required as per specification for				
	5.1.1.1 Short Primary short point	Each	05	358.00	1790.00
	5.1.1.2 Medium Primary medium point	Each	20	641.00	12820.00
	5.1.1.3 Long Primary long point	Each	30	943.00	28290.00
3.	<b>As Per S.O.R. Page No (10) Item No(5.2)</b> Point wiring (excluding metallic switch box & sheet but including switches, sockets) for 3 pin 6 Amp. socket outlet point with 1.5sq. mm. PVC insulated cable FRLS with copper multi strand conductor ISI marked in Surface rigid P.V.C. casing and capping ISI marked of suitable size and 1.5sq. mm. PVC insulated copper earth continuity conductor of green colour inside casing & capping with required materials as per specification on same board.	Each	10	265.00	2650.00
4.	<b>As Per S.O.R. Page No (10) Item No(5.3)</b> Wiring for circuit wiring with PVC insulated cable FRLS with copper multi strand conductor ISI marked in Surface rigid P.V.C. casing and capping of ISI marked suitable size etc. as required as per specification				
	5.3.1 2 Wire 2x2.5 Sq.mm.	Mtr.	150	106.00	15900.00
	5.3.2 4 Wire 4x2.5 Sq.mm.	Mtr.	50	174.00	8700.00
	5.3.3 6 Wire 6x2.5 Sq.mm.	Mtr.	20	239.00	4780.00
	8 Wire 8x2.5 Sq.mm.	Mtr.	02	304.00	608.00

*(Signature)*

applying and fixing of approved make modular type PVC box minimum depth 40mm and minimum thickness 2mm with modular base and cover plate including fixing on surface etc. as required for:-

	18.3.4 PVC box 6 module	Each	10	254.00	2540.00
	18.3.6 PVC box 12 module	Each	10	402.00	4020.00
6.	<b>As Per S.O.R. Page No (14) Item No(9.1)</b> Point wiring (excluding metallic switch box & sheet) for 3 Pin 16 Amp. socket outlet point with 4sq. mm. PVC insulated cable FRLS with copper multi strand conductor ISI marked in concealed rigid P.V.C. conduit (HMS) ISI marked of suitable size etc. with 20/16 Amp. F.T. switch & socket/S.S. combined 20/16/6 Amp. of ISI marked and 4sq. mm. PVC insulated FRLS copper earth continuity conductor of green colour inside conduit, screwless connector for joints as per specification for				
	9.1.1.5 Ex. long-II	Each	05	4771.00	23855.00
	9.1.1.6 Ex. long-III	Each	05	5986.00	29930.00
7.	<b>As Per S.O.R. Page No (14) Item No(9.2)</b> Same board switch & socket 16 Amp./S.S. combined 20/16/6 Amp	Each	10	437.00	4370.00
8.	<b>As Per S.O.R. Page No (58) Item No(27.8)</b> Supply of ISI marked and accepted standard of miniature circuit breaker (MCB) of 'C' series with short circuit indication, suitable for 240/415 Volts,50 Cycle, 10 kA/15 kA Value AC supply conforming to IS : 8828 : 1996, IEC : 60898 :2002 & 60947-2 but without enclosures				
	27.8.1.2 MCB SP 6A to 32A,	Each	20	263.00	5260.00
	27.8.4.2 MCB FP 6A to 32A,	Each	02	1965.00	3930.00
9.	<b>As Per S.O.R. Page No (60) Item No(27.12)</b> Supplying of approved make TPN MCB DB metal double door IP 43 protection with provision for FP MCB/ Isolator/ RCCB/ RCBO as incomer and SP MCBs as outgoing inclusive of busbar, neutral bar, earth bar, connection copper wire not less than 16 sq.mm & two earth terminals etc. complete as per IS:13032(exclusive of MCB & isolator):				
	27.12.4 8 Way (8+24)	Each	01	6716.00	6716.00
10.	<b>As Per S.O.R. Page No (67) Item No(28.8)</b> Labour charges for fixing sheet steel enclosures, MCB/MCCBDB flush mounting type, as per accepted practice, duly embedded and end plate completely flushed in wall, cable connection etc. complete				
	28.8.2 Item SOR no. 27.12.4 & 27.12.5 ; 27.13.2 to 27.13.4 ; 27.14.1 to 27.14.4 & 27.15.1 to 27.15.4	Each	01	297.00	297.00
11.	<b>As Per S.O.R. Page No (75) Item No(30.2)</b> Supplying, erection and testing of approved make wall mounting fan oscillating type with base, blades, guard, speed regulator etc. AC 230-250 volts with connections and including raw bolt/anchor hole fastener etc. complete finished and as required.				
	30.2.2 400 mm 400 mm sweep	Each	10	2810.00	28100.00

**As Per S.O.R. Page No (119) Item No(41.1)**

supply of XLPE insulated power cable (conforming IS-709C Part-I) 1100 Volt grade, 1 core/2 core/3½ core/4 core ISI marked with alu. stranded /solid conductor

41.1.10.6 50 sq. mm

**Mtr.**

**35**

**474.00**

**16590.00**

**13.**

**As Per S.O.R. Page No (97) Item No(37.1)**

Earthing with G.I. earth pipe 4.5 metre long and 40 mm dia with masonry encloser in cement mortar, cover plate having locking arrangement on the top etc. (but without charcoal or coke and salt) complete as required

**Each**

**01**

**3312.00**

**3312.00**

**14.**

**As per S.O.R. Page No (97) Item No (37.2)**

Add extra for using salt and charcoal/coke for pipe earth electrode as required including excavation & refilling

37.2.1 Excavation Excavation 4.5 m by manual labour

**Each**

**01**

**1942.00**

**1942.00**

**Total**

**377065.00**

**Add Misc. Items 10%**

**37707.00**

**Sub Total**

**414772.00**

**Add GST 18%**

**74659.00**

**G. Total**

**489430.00**

**Say**

**04.89 Lakhs**

As per S/O of 17/11/22  
Estimate

18/11/22

**Executive Engineer  
RVSKVV, Gwalior**

*[Signature]*

**Assistant Engineer (Electrical)  
RVSKVV, Gwalior**

*[Signature]*  
18/11/22

**Sub Engineer (Electrical)  
RVSKVV, Gwalior**

**W-5**

**PROCUREMENT OF CIVIL WORKS  
UNDER  
NATIONAL SHOPPING  
PROCEDURES**

*(For Works valued up to US\$ 1,00,000 each)*

**INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF  
CIVIL WORKS UNDER SHOPPING PROCEDURES**

To,

.....  
.....

Dear Sir,

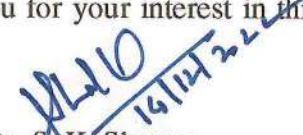
Sub: INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF  
Renovation/repair/Classrooms  
College of Agriculture, RVSKVV, Gwalior

1. You are invited to submit your most competitive quotation for the following works: -

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
1. Renovation/repair/Classrooms	10.56 lakh	20 Feb. 2023

The government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to US\$ \_\_\_ towards the cost of the \_\_\_ Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3. The IDP-NAHEP Project in Madhya Pradesh state is being implemented by \_\_\_\_\_, which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
  - i. Layout Drawings of the works;
  - ii. Structural Details;
  - iii. Detailed Bill of Quantities, with estimated rates and prices;
  - iv. Technical Specifications;
  - v. Instructions to Bidders (in two sections).
  - vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by **17.00 hrs. on 26.12.2022 only through speed post.**
6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 3.00 PM 27.12.2022 in the office of PI, IDP-NAHEP, RVSKVV, Gwalior, MP.
7. We look forward to receiving your quotations and thank you for your interest in this project.

  
Dr. S. K. Sharma  
PI, IDP-NAHEP  
Address: Office of the DFA, RVSKVV,  
Raja pancham Singh marg, Gwalior, MP  
Tel. No:0751-2970507



## Instructions to Bidders

### SECTION - A

#### 1. Scope of Works

The PL IDP-NAHEP invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
1. Renovation/repair/Classrooms	10.56 lakh	20 Feb. 2023

The successful bidder will be expected to complete the works by the intended completion date specified above.

#### 2. **Qualification of the bidder:** The bidder shall provide qualification information which shall include: -

- (a) The total monetary value of construction works performed for each year of the last 3 years;
- (b) Income tax clearance certificate from the concerned IT circle;
- (c) Report on his financial standing; and
- (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the party's concern, and the disputed amount in each case.

#### 3. To qualify for the award of the contract the bidder: -

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;
- (b) should possess a valid electrical license for executing building electrification works (in the event of the works being subcontracted, the sub-contractor should have the necessary license);
- (c) should possess the required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

#### 4. Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings, and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating, and re-writing.
- b) All duties, taxes, and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

#### 5. Submission of Quotations

The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.

Each bidder shall submit only one quotation.

The quotation submitted by the bidder shall comprise the following: -

- (a) Quotation in the format given in Section B.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.

The bidder shall seal the quotation in an envelope addressed to the PI, IDP-NAHEP, RVSKVV, Gwalior. The envelope will also bear the following identification: -

- Quotation for renovation, repair, Modernization of classroom
- Do not open before 27.12.2022 before 3.00 PM

Quotations must be received in the office of the PI, IDP-NAHEP not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received up to the appointed time on the next working day.

Any quotation received by the **PI, IDP-NAHEP, RVSKVV, and Gwalior** after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

**6. Validity of Quotation**

A quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

**7. Opening of Quotations**

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

- 8.** Information relating to the evaluation of quotations and recommendations for the award of the contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

**9. Evaluation of Quotations**

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed; and
- (c) Conform to the terms and conditions, specifications, and drawings without material deviations.

**10. Award of contract**

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and cancel the bidding process and reject all quotations at any time before the award of the contract.

The bidder whose bid is accepted will be notified of the award of a contract by the Employer before the expiration of the quotation validity period.

**11. Performance Security**

Within 15 days of receiving a letter of acceptance, the successful bidder shall deliver it to the **PI. IDP-NAHEP** the performance security (either a bank guarantee or a bank draft in favor of the Employer) for an amount equivalent to **3 %** of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

**12. Period of Maintenance:**

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

- 13.** Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

.....

## **SECTION - B**

- 1. Format for Qualification Information.**
- 2. Format for Submission of Quotation.**
- 3. Format of Letter of Acceptance.**



Proposed subcontracts and firms involved.

Sections of the works	Value of Subcontract	Sub-contractor (name & address)	Experience in similar work
*	*	*	*
*	*	*	*
*	*	*	*

Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

Name, address, telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

Information on litigation history in which the Bidder is involved.

Other parties (ies)	Employer	Cause of dispute	Amount involved	Remarks showing the present status

## QUOTATION

\*

Description of the Works:

To:

Subject: Construction of .....

Reference: Letter No.....dated.....from.....

Sir,

We offer to execute the Works described in your letter referred to above following the Conditions of the Contract enclosed therewith at.....a percentage above/below the estimated

rates, i.e., for a total Contract Price of -

Rs. \*\* \_\_\_\_\_ [ in figures ]

Rs. \_\_\_\_\_ [ in words ].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title of Signatory: \_\_ Name \_\_\_\_\_ of \_\_\_\_\_ Bidder

Address : \_\_\_\_\_

\* To be filled in by the Employer before the issue of the Letter of Invitation.

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.



**LETTER OF ACCEPTANCE  
CUM NOTICE TO PROCEED WITH THE WORK**

**(LETTERHEAD OF THE EMPLOYER)**

Dated: \_\_\_\_\_

To: \_\_\_\_\_ [Name and address of the Contractor]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

This is to notify you that your Quotation dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of a Bank guarantee or a Bank draft in favor of ..... (Employer) shall be valid till the expiry of the period of maintenance i.e. up to. Failure to furnish the Performance Security will entail cancellation of the award of the contract.

You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, the contract for the above said work stands concluded.

Yours faithfully,

**Authorized Signature  
Name and title of Signatory**

## **Draft Agreement form for Construction through National Shopping**

### **ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement on \_\_\_\_\_ the  
day  
\_\_\_\_\_ month \_\_\_\_\_ 199 \_\_\_\_, between the  
\_\_\_\_\_ (Employer) or his authorized representative (hereinafter  
referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/O  
\_\_\_\_\_ A resident of \_\_\_\_\_ (hereinafter referred to as the second party),  
to execute the work of construction of \_\_\_\_\_ (hereinafter referred to  
as works) on the following terms and conditions.

#### **2. Cost of the Contract**

The total cost of the works (hereinafter referred to as the "total cost") is Rs. \_\_\_\_\_ as reflected in Annexure - 1.

#### **Payments under its contract:**

Payments to the second party for the construction work will be released by the first party in the following manner: -

On signing of the agreement	:	25% of the total cost
On reaching the plinth level (first stage)	:	25% of the total cost
On reaching lintel level (second stage)	:	25% of the total cost
On reaching roof level (third stage)	:	15% of the total cost
Plastering and completion of the whole work (fourth stage)	:	10% of the total cost

*(The above has been drafted for the construction of school buildings; modify this suitably for other works)*

Payments at each stage will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party concerning the quality of works in the format in Annexure - 2; and
- (c) Upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

**4. Notice by Contractor to Engineer**

The second party, on the works reaching each stage of construction, issues a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time, etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it will ensure the issue of the stage completion certificate after due verification.

**5. Completion time**

The works should be completed in \_\_\_\_\_ (months/weeks/days) from the date of this Agreement. In exceptional circumstances, the period stated in this clause may be extended in writing by mutual consent of both parties.

**6. If any of the compensation events mentioned below would prevent the work from being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:**

- a) The first party does not give access to the site or a part thereof by the agreed period.
- b) The first party orders a delay or does not issue completed drawings, specifications, or instructions for the execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before the issuing of the letter of acceptance and from information provided to the second party or from visual inspection of the site.
- d) Payments due to the second party are delayed without reason.
- e) Certification for stage completion of the work is delayed unreasonably.

**7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs.**

**\* \_\_\_\_\_ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceed 2 % of the contract amount.**

**(Note: The number of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).**

## **8. Duties and responsibilities of the first party**

The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visits of the authorized personnel of the first party, for checking the quality of material and construction to ensure that it is as per the norms.

The first party shall supply 3 sets of drawings, specifications, and guidelines to the second party for the proposed works.

Possession of the site will be handed over to the second party within 10 days of the signing of the agreement.

The Engineer or such other person as may be authorized by the first party shall hold a meeting once a month where the second party or his representative at the site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

## **9. Duties and responsibilities of the second party**

The second party shall:

- a) take up the works and arrange for its completion within the time stipulated in clause 5;
- b) employ suitably skilled persons to carry out the works;
- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions/direction of supervisory personnel including engineers etc. regarding building construction;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:

- f) ensure that the work is carried out by specifications, drawings, and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at the site till handing over of the building to the first party; and
- i) Maintain necessary insurance against loss of materials/cash, etc., or workman disability compensation claims of the personnel deployed on the works as well as third-party claims.
- f) Pay all duties, taxes, and other levies payable by construction agencies as per law under the contract (The first party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

#### **10. Variations / Extra Items**

The works shall be carried out by the second party by the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on the Engineer's forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs that could have been avoided by giving an early warning.

#### **11. Securities**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

#### **12. Termination**

The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period determined by the Engineer;
- (d) the Contractor does not maintain the security that is required;

Notwithstanding the above, the Employer may terminate the Contract for convenience.

If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

### **13. Payment upon Termination**

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done fewer advance payments received up to the date of the issue of the certificate, fewer other recoveries due in terms of the contract, fewer taxes due to be deducted at source as per applicable law.

If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and fewer taxes due to be deducted at source as per applicable law.

### **14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of an agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator, or not below the level of retired Superintending Engineer, PWD to

be appointed by the first party. The Arbitration will be conducted by the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both parties.



**Format of certificate**

Certified that the works up to-----the level in  
respect  
of construction of at have been executed by the approved drawing and technical  
specifications.

Signature  
Name & Designation  
(Official address)

Place:  
Date:

Office seal