



संस्थागतविकास योजना  
राष्ट्रीय कृषिउच्चशिक्षा परियोजना(राकृउशिप)  
INSTITUTIONAL DEVELOPMENT PLAN  
NATIONAL AGRICULTURAL HIGHER EDUCATION PROJECT(NAHEP)

राजमाताविजयाराजेसिंधिया कृषिविश्वविद्यालय  
राजापंचम सिंह मार्ग, ग्वालियर-४७४००२ (म.प्र.)

डॉ. संजय शर्मा  
Dr. Sanjay Sharma

**Rajmata VijayarajeScindia Krishi Vishwa Vidyalaya**

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

प्रधानअन्वेषक  
Principal Investigator

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No/PI/NAHEP/2022-23/174

Dated: 18/05/22

**// Quotation inviting Notice //**

Sealed quotations are invited from authorized civil contractors for Renovation/repair/refurbishment/extension of labs of college of Agriculture Sehore. The approximate cost of the work is given below:


Place of Work	Estimated Cost
College of Agriculture Sehore	13 Lakh

Last date of receiving quotations is 06/06/2022 till 05.00 PM, only by speed post for quotation format and proposal of work. Please visit to <https://www.rvskvv.net> contact to the office of the PI, IDP-NAHEP, RVSKVV, Gwalior.

  
Principal Investigator


**Detail Estimate of Auditorium Hall False Ceiling Work  
R. A. K. College of Agriculture Sehore**

S.No.	Particulars of items	Quantity	Rate	Amount
1.	Dismantling cement asbestos or other hard board ceiling or partition walls including staking of serviceable materials and disposal of unserviceable materials within 50 meters lead. (SOR Page 455, Item No. 15.38)  1 X 3.20 X 19.50 = 62.40 M <sup>2</sup> 1 X 8.50 X 15.20 = 129.20 M <sup>2</sup> = 191.60 M <sup>2</sup>	191.60 M <sup>2</sup>	13.00	2490.00
2.	<b>12.53</b> Providing and fixing tired false ceiling of approved materials of size 595x595 mm into horizontal level suspended on interlocking metal grid of hot dipped galvanized steel section galvanized@120 gram/sqm both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24 x 38 mm made from 0.30 mm thick (minimum) sheet spaced it 1200 mm centre to centre and cross "T" of size 24 x 25 mm made of 0.30 mm thick (minimum) sheet 1200 mm long spaced between main "T" at 600 mm centre to centre to from a grid of 1200 x 600 mm and secondary cross T of length 600mm and size 24 x 25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200 x 600 mm panel to from grid of 600 x 600 mm and wall angle of size 24 x 24 x 0.3 mm and laying false ceiling tiles of approved texture in the grid including required cutting/making opening of services like diffusers, Grills, light fitting, fixtures, smoke detectors etc. main T runners to be suspended from selling using GI slotted off size 27 x 37 x 25 x 1.6 mm fixed to ceiling with 12.5 mm diameter and 50 mm long dash fasters, 4 mm GI adjustable rods with galvanized butterfly level clips of size 85 x 30 x 0.8 mm is placed at 1200 mm centre to centre along main the bottom exposed width of 24mm of all T-section shall be painted with polyester paint, all complete for all heights as per specification driving and as directed by engineer in charge (SOR Page 229, Item No. 12.53) <b>12.53.1</b> 8mm thick fully perforated calcium silicate board made with calcareous and siliceous material reinforced with cellulose fiber manufactured through autoclave process to give stable crystalline structure with minimum compressive strength 225 kg per square centimeter bending strength 100 kg per square centimeter of size 595 x 595 mm, having formation area 18% with non woven tissue on the back side having at NRC coefficient of 0.85, with 50mm thick Rockwool of 48 kg per cubic meter baking. (SOR Page 365/367, Item No. 12.58.3) 1 X 3.20 X 19.50 = 62.40 M <sup>2</sup> 1 X 8.50 X 15.20 = 129.20 M <sup>2</sup> 1 X 3.90 X 3.00 = 11.70 M <sup>2</sup> 1 X 4.00 X 3.00 = 12.00 M <sup>2</sup> 1 X 6.10 X 3.00 = 18.20 M <sup>2</sup> =233.50. M <sup>2</sup>	233.50. M <sup>2</sup>	1150.0 0	2,68,525.00
	<b>Total</b>			2,71,015.00
	<b>18% GST Add</b>			48,782.70
	<b>Grand Total</b>			3,19,797.70

  
 Sub Engineer  
 R.A.K. College of Agriculture  
 R.A.K. College of Ag. Sehore

**Detail Estimate of Examination Hall, NHEP Language Room False Ceiling Work  
R. A. K. College of Agriculture Sehore**

S.No.	Particulars of items	Quantity	Rate	Amount
1.	Dismantling cement asbestos or other hard board ceiling or partition walls including staking of serviceable materials and disposal of unserviceable materials within 50 meters lead. (SOR Page 455, Item No. 15.38)  1 X 13.10 X 7.90 = 103.49 M <sup>2</sup> = 103.49 M <sup>2</sup>	103.49 M <sup>2</sup>	13.00	1345.37
2.	<b>12.53</b> Providing and fixing tired false ceiling of approved materials of size 595x595 mm into horizontal level suspended on interlocking metal grid of hot dipped galvanized steel section galvanized@120 gram/sqm both side inclusive) consisting of main "T" runner with suitably spaced joints to get required length and of size 24 x 38 mm made from 0.30 mm thick (minimum) sheet spaced it 1200 mm centre to centre and cross "T" of size 24 x 25 mm made of 0.30 mm thick (minimum) sheet 1200 mm long spaced between main "T" at 600 mm centre to centre to from a grid of 1200 x 600 mm and secondary cross T of length 600mm and size 24 x 25 mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200 x 600 mm panel to from grid of 600 x 600 mm and wall angle of size 24 x 24 x 0.3 mm and laying false ceiling tiles of approved texture in the grid including required cutting/making opening of services like diffusers, Grills, light fitting, fixtures, smoke detectors etc. main T runners to be suspended from ceiling using GI slotted off size 27 x 37 x 25 x 1.6 mm fixed to ceiling with 12.5 mm diameter and 50 mm long dash fasters, 4 mm GI adjustable rods with galvanized butterfly level clips of size 85 x 30 x 0.8 mm is placed at 1200 mm centre to centre along main the bottom exposed width of 24mm of all T-section shall be painted with polyester paint, all complete for all heights as per specification driving and as directed by engineer in charge (SOR Page 229, Item No. 12.53) <b>12.53.1</b> 8mm thick fully perforated calcium silicate board made with calcareous and siliceous material reinforced with cellulose fiber manufactured through autoclave process to give stable crystalline structure with minimum compressive strength 225 kg per square centimeter bending strength 100 kg per square centimeter of size 595 x 595 mm, having formation area 18% with non woven tissue on the back side having at NRC coefficient of 0.85, with 50mm thick Rockwool of 48 kg per cubic meter baking. (SOR Page 365/367, Item No. 12.58.3) NHEP - 1 X 13.10 X 7.90 = 103.49 M <sup>2</sup> Examination Hall 1 X 36.70 X 8.20 = 300.94 M <sup>2</sup> Class room 2 1 X 7.95 X 11.65 = 92.61 M <sup>2</sup> = 497.04 M <sup>2</sup>	497.04 M <sup>2</sup>	1150.00	5,71,596.00
	<b>Total</b>			<b>5,72,941.00</b>
	<b>18% GST Add</b>			<b>1,02,887.28</b>
	<b>Grand Total</b>			<b>6,74,828.28</b>

  
**Sub Engineer**  
**R.A.K College Agriculture**  
**Sehore**  
**R.A.K. College of Ag. Sehore**

**Detail Estimate of Examination Hall, NHEP Language Room paint Work  
R. A. K. College of Agriculture Sehore**

S. No.	Particulars of items	Quantity	Rate	Amount
1.	<p><b>13.41</b> Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, like birla white/ JK white or equivalent, over the plastered wall surface to prepare the surface even and smooth i/c all cost of material, labor and scaffold etc in all position complete. <b>(SOR Page 248, Item No. 13.41)</b> Examination hall Wall <math>2 \times 36.80 \times 3.05 = 224.48 \text{ m}^2</math> Wall <math>2 \times 8.25 \times 3.05 = 50.32 \text{ m}^2</math> Nhep language room Wall <math>2 \times 13.10 \times 3.05 = 79.91 \text{ m}^2</math> Wall <math>2 \times 7.90 \times 3.05 = 48.19 \text{ m}^2</math> Total = <math>402.90 \text{ m}^2</math></p>	402.90m <sup>2</sup>	74	29814.00
2.	<p><b>13.56.1</b> Finishing wall with premium acrylic smooth exterior paint with silicone additives of required shade. New work (Two or more coats applied @1.43 ltr/10sqm. Over and including priming coat of exterior primer applied @ 2.20 kg/ 10 sqm) <b>(SOR Page 250, Item No. 13.56.1)</b> Examination hall Wall <math>2 \times 36.80 \times 3.05 = 224.48 \text{ m}^2</math> Wall <math>2 \times 8.25 \times 3.05 = 50.32 \text{ m}^2</math> Nhep language room Wall <math>2 \times 13.10 \times 3.05 = 79.91 \text{ m}^2</math> Wall <math>2 \times 7.90 \times 3.05 = 48.19 \text{ m}^2</math> Total = <math>402.90 \text{ m}^2</math></p>	402.90m <sup>2</sup>	84	33843.00
	<p>31.25 supply and fixing of surface mounting type LED light fixture , LED of 1 to 3 W each assembled on single MCPCB having color temp 6500k and having 50000 burning hrs life with minimum @ L70 system lumen output should be minimum with efficiency &gt; 80lm/w, LED drivers PF 0.95 and THD &lt;20%. The color rendering index of LED light should be more than 70 housing made of CRCA with glare free diffused polycarbonate cover submission LM 80-80 form LED source manufacture mandatory i/c connection wire testing etc to complete the job 2 yrs guarantee certificate from manufacturer</p>			
	31.25.2 LED luminous 2 X 2; 36W 4-6.5 k	46 Nos	5496	2,52,816.00
<b>Total</b>				<b>3,16,473.00</b>
<b>Add 18% GST refund to contractor</b>				<b>56,965.14</b>
<b>Grand Total</b>				<b>3,73,438.14</b>

  
 Sub Engineer  
 R.A.K College Agriculture  
 Sehore (M.P.)  
 R.A.K. College of Ag. Sehore

**W-5**

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

*(For Works valued upto 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/refurbishment/ Extension of labs  
College of Agriculture, RVSKVV, Sehore

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/refurbishment/ Extension of labs	13.00 lakh	30 September 2022

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:
- Layout Drawings of the works;
  - Structural Details;
  - Detailed Bill of Quantities, with estimated rates and prices;
  - Technical Specifications;
  - Instructions to Bidders (in two sections).
  - 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 06.06.2022 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** PM on **07.06.2022** 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 PI, 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
<b>Renovation/repair/refurbishment / Extension of labs</b>	<b>13.00 lakh</b>	<b>30 September 2022</b>

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) 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 concerned and disputed amount in each case.

#### 3. To qualify for 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 valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);
- (c) should possess 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, refurbishment of labs & Modernization of class room
- Do not open before 07.06.2022 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 upto the appointed time on the next working day.

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



**6. Validity of Quotation**

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 evaluation of quotations and recommendations for the award of 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 to cancel the bidding process and reject all quotations at any time prior to the award of contract.

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

**11. Performance Security**

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **PI. IDP-NAHEP** the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of **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.

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## **SECTION - B**

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

## QUALIFICATION INFORMATION

### 1 For Individual Bidders

Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Quotation.  
*[Attach copy]*

Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)

	20 _____
	20 _____
	20 _____

Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

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<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>
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Existing commitments and on-going works:

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Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

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\* Enclose a certificate from Engineer concerned.

Proposed subcontracts and firms involved.

<b>Sections of the works</b>	<b>Value of Sub-contract</b>	<b>Sub-contractor (name &amp; address)</b>	<b>Experience in similar work</b>
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	

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, and 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.

<b>Other party(ies)</b>	<b>Employer</b>	<b>Cause of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>

## 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 in accordance with the Conditions of Contract enclosed therewith at .....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 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 Bank guarantee or a Bank draft in favour of .....(Employer) shall be valid till the expiry of the period of maintenance i.e. upto \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of 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, 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 \_\_\_\_\_ day  
\_\_\_\_\_ month \_\_\_\_\_ 199 \_\_\_\_, between the  
\_\_\_\_\_ (Employer) or his authorized representative (hereinafter  
referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/O  
\_\_\_\_\_ 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 agreement	:	25% of total cost
On reaching 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 whole work (fourth stage)	:	10% of the total cost

*(The above has been drafted for 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 with respect to 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, issue 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 issue of 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 time period stated in this clause may be extended in writing by mutual consent of both the parties.

6. If any of the compensation events mentioned below would prevent the work 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 execution of the work on time.
- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to 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 exceeds 2 % of the contract amount.

**(Note : The amount 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 visit of the authorized personnel of the first party, for checking 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 signing of the agreement.

The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at 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 period stipulated in clause 5;
- b) employ suitable 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 in accordance with 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 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 (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 in accordance with 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 Engineer's own 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 which could have been avoided by giving 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 a 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 of time determined by the Engineer;
- (d) the Contractor does not maintain a security which 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 less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less 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 less 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 agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

**BILL OF QUANTITIES**

Sl.No.	Description of Work	Qty.	Unit	Estimated Cost		Amount
				In figure (Rs.)	In Words	

**Gross Total Cost: Rs.....**

We agree to execute the works in accordance with the approved drawings and technical specifications at ..... percentage above/below the estimated rates, i.e., for a total contract price of Rs. .... (Amount in figures) (Rs. .... amount in words).

**Signature of Contractor**

**Format of certificate**

Certified that the works upto-----level in respect of construction of.....at.....have been executed in accordance with the approved drawing and technical specifications.

Signature  
Name & Designation  
(Official address)

Place:  
Date:

Office seal