



**“Centre for Advanced Agricultural Science and Technology (CAAST)
for Climate Smart Agriculture and Water Management (CSAWM)”**

Mahatma Phule Krishi Vidyapeeth, Rahuri
Tal. Rahuri, Dist. Ahmednagar 413 722



No. CAAST/CSAWM/Proc/Civil/337/2020

Date: 3 / 7 / 2020

**INVITATION OF QUOTATIONS FOR RENOVATION OF FLOORING OF SEMINAR HALL
AND STAIRCASE UNDER SHOPPING PROCEDURES**

To
Prospective Contractors/Agencies

Dear Sirs,

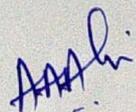
Sub : **INVITATION FOR QUOTATIONS FOR RENOVATION OF FLOORING OF SEMINAR
HALL AND STAIRCASE UNDER SHOPPING PROCEDURES**

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

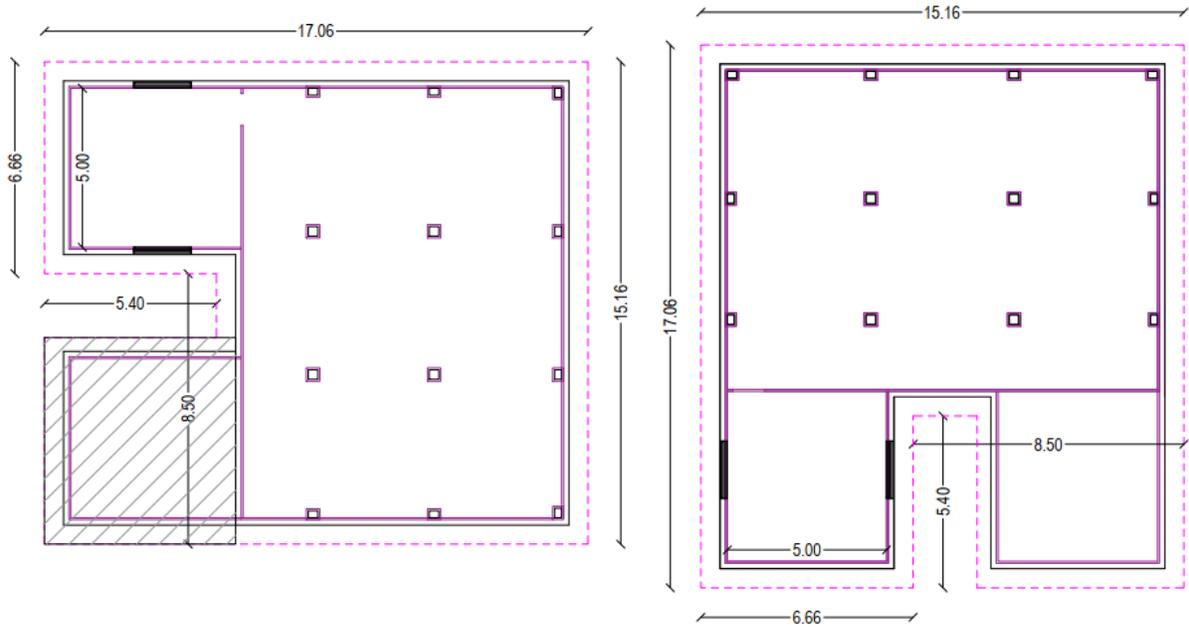
Brief description of work	Approximate value of works (Rs.)	Period of Completion
Renovation of flooring of seminar hall and staircase	959757.00	30 Days

2. Government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to US\$ 15,511.00 towards the cost of the CAAST-CSAWM 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. 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;
 - Measurement sheet;
 - Instructions to Bidders (in two sections).
 - Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
4. You are requested to provide your offer latest by **1700 hrs. on 15/07/2020**.
6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at **10.00 AM on 16/07/2020 in the Conference hall, CAAST-CSAWM, MPKV, Rahuri**.
7. We look forward to receiving your quotations and thank you for your interest in this project.

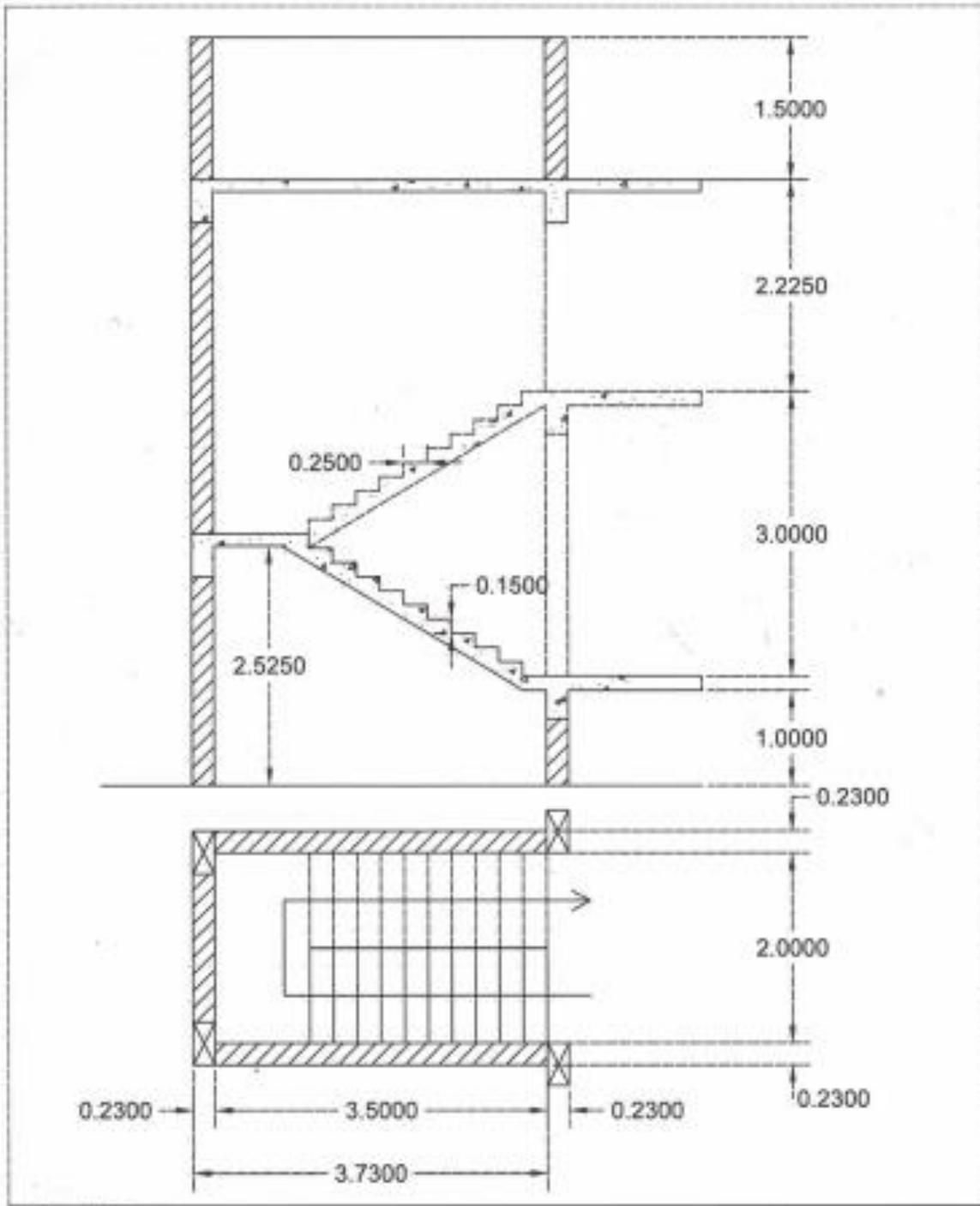
(Purchaser)


Name: Procurement officer
CAAST-CSAWM
Address: MPKV, Rahuri
Tel. No. 02426-243268
Fax No. 02426-243326

Layout Drawings of the works



Structural Details: Staire case



Detailed bill of quantities with estimated rates and prices

Sr. No.	Description of Item	Qty.	Rate	Unit	Amount
1	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) By Mechanical Means	10.32	157	Cubic Metre	1620.24
2	Excavation for foundation in Hard murum including removing the excavated material upto a distance of 50 metres beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift from 1.5 to 3.0m.) By Mechanical Means	4.50	215	Cubic Metre	967.50
3	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.	3.01	1451.06	Cubic Metre	4370.64
4	Providing and laying Cast in situ/Ready Mix cement concrete in M-10 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailing out water, Steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing if required and curing complete, with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)	1.38	5132.18	Cubic Metre	7063.78
5	Providing and laying in situ /Ready Mix Cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. work in foundations like raft, strip foundations, grillage and footings of R.C.C. columns and steel stanchions etc. including bailing out water, Steel centering formwork, laying/pumping cover blocks, compaction and curing roughening the surface if special finish is to be provided (excluding reinforcement and structural steel) etc. complete, with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)	1.30	5484.7	Cubic Metre	7108.17

6	Providing and laying Cast in situ/Ready Mix Cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. columns as per detailed designs and drawing or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction finishing the formed surfaces with cement mortar 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening if special finish is to be provided and curing etc. complete,(excluding reinforcement and structural steel) with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)	2.70	10545.17	Cubic Metre	28471.96
7	Filling in plinth and floors with contractors material/brought from outside and approved by Engineer incharge in layers of 15 cm to 20 cm including watering and compaction etc. complete.	11.86	709.32	Cubic Metre	8409.70
8	Providing and laying Cast in situ/Ready Mix Cement concrete M-20 of trap / granite /quartzite/ gneiss metal for R.C.C. beams and lintels as per detailed designs and drawings or as directed including steel centering, formwork, cover blocks, laying/pumping, compaction and roughening the surface if special finish is to be provided and curing etc. complete. (excluding reinforcement and structural steel) with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)	3.42	9268.3	Cubic Metre	31655.88
9	Providing and fixing in position TMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams, columns, canopies, staircase, newels, chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete.	1.11	62581	Metric Tonne	69434.21
10	Providing and laying Cast in situ/Ready Mix Cement Concrete in M-20 of trap / quartzite /granite /gneiss metal for R.C.C. Waist slab and steps of staircases as per detailed design and drawings or as directed including steel centering, formwork, steel props, laying/pumping, compaction, finishing uneven and honeycombed surface with C.M. 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing etc. complete. (excluding einforcement, including cover block).(Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc.) with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)	1.76	10995.4	Cubic Metre	19329.91

11	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls/ in plinth external walls including bailing out water manually , striking joints on unexposed faces, raking out joints on exposed faces and watering etc. Complete.	21.85	6116.15	Cubic Metre	133637.88
12	Providing internal cement plaster 20mm thick in Single coats in cement mortar 1:4 without neeru finish, to concrete or brick surface, in all positions including scaffolding and curing etc.complete.	95.00	394.66	Square Metre	37492.70
13	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 kg per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc.complete.	109.95	682.69	Square Metre	75061.77
14	Providing and laying ceramic tiles having size 30 cm. x 60 cm. conforming to corresponding I.S. for dado and skirting in required position with readymade adhesive mortar of approved quality on plaster of 1:2 cement mortar including joint filling with white/ colour cement slurry cleaning curing etc. complete.	240.00	1191	Square Metre	285840.00
15	Providing and fixing frame with / without ventilator of size as specified with Country cut teak wood for doors and windows including chamfering, rounding, rebating, iron holdfast of size 300mm x 40mm x 5mm with oil painting, etc. complete	0.32	164576	Cubic metre	51841.44
16	Providing and fixing Country cut teak wood double or single leaf second class fully panelled door shutter with 35mm thick style and rail with 25 mm thick panels with openable fan light as per detailed drawings. Excluding the door frame 60mm x 100mm stainless steel fixtures and fastening and finishing the wood work with oil painting 3 coats. (Excluding the door frame)	6.30	7828	Square Metre	49316.4
17	Quality Control Charges (As per saprate sheet attached)	6.00		Nos.	10900.00
18	Royalty charges as per saprate sheet attached for Rubble and Murum	15.62	144.16	Cubic Metre	2251.93
19	Royalty charges as per saprate sheet attached for Sand	16.44	158.29	Cubic Metre	2602.93
Total =					827377.03

Measurement sheet

Sr. No.	Specification No.	Description of Item.	No.	Length	Width	Height/Depth	Quantity	Unit
1	21.02	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.) By Mechanical Means						
		Block Cutting	1	4.00	2.46	0.50	4.92	
		Column	2	1.50	1.50	1.20	5.40	
						Total	10.32	Cu. M
2	21.08	Excavation for foundation in Hard murum including removing the excavated material upto a distance of 50 metres beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift from 1.5 to 3.0m.) By Mechanical Means						
		Column	2	1.50	1.50	1.00	4.50	
						Total	4.50	Cu. M
3	21.38	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soling 15 cm to 20 cm thick including hand packing and compacting etc. complete.						
		Below Footing	2	1.40	1.40	0.23	0.90	
		Ground	1	3.73	2.46	0.23	2.11	
						Total	3.01	Cu. M
4	24.01	Providing and laying Cast in situ/Ready Mix cement concrete in M-10 of trap/ granite/ quartzite/ gneiss metal for foundation and bedding including bailing out water, Steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing if required and curing complete, with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)						
		For Footing	2	1.40	1.40	0.15	0.59	
		Ground	1	3.73	2.46	0.15	1.38	
						Total	1.38	Cu. M

9	26.33	Providing and fixing in position TMT - FE - 500 bar reinforcement of various diameters for R.C.C. pile caps, footings, foundations, slabs, beams, columns, canopies, staircase, newels, chajjas, lintels pardis, copings, fins, arches etc. as per detailed designs, drawings and schedules including cutting, bending, hooking the bars, binding with wires or tack welding and supporting as required complete.						
		Volume of RCC Work =					9.17	Cu M
		(120 Kg/Cum is Considered)					1100 .34	KG
						Total	1.11	MT
10	26.25	Providing and laying Cast in situ/Ready Mix Cement Concrete in M-20 of trap / quartzite /granite /gneiss metal for R.C.C. Waist slab and steps of staircases as per detailed design and drawings or as directed including steel centering, formwork, steel props, laying/pumping, compaction, finishing uneven and honeycombed surface with C.M. 1:3 of sufficient minimum thickness to give a smooth and even surface or roughening the surface if special finish is to be provided and curing etc. complete. (excluding einforcement, including cover block).(Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc.) with fully automatic microprocessor based PLC with SCADA enabled reversible Drum Type mixer/ concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Natural Sand / Crushed sand VSI Grade finely washed etc)						
		RCC Landings	1	2.00	1.00	0.13	0.25	
		Staircase Waist Slab	2	2.91	1.00	0.15	0.87	
		Staircase Steps	20	Area =1/2 x base x height		1.00	0.40	
		Steps	8	Area =1/2 x base x height		1.00	0.16	
		Projection of landings	1	1.00	0.60	0.13	0.08	
						Total	1.76	Cu. M
11	27.01	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in foundations and plinth of inner walls/ in plinth external walls including bailing out water manually , striking joints on unexposed faces, raking out joints on exposed faces and watering etc. Complete.						
		Along Length	2	3.50	0.23	10.00	16.1 0	
		Along Width	1	2.00	0.23	12.50	5.75	
						Total	21.8 5	Cu. M
12	32.07	Providing internal cement plaster 20mm thick in Single coats in cement mortar 1:4 without neeru finish, to concrete or brick surface, in all positions including scaffolding and curing etc.complete.						
		Along Length	2	3.50	10.00		70.0	

							0	
		Along Width	1	2.00	12.50		25.00	
						Total	95.00	Cu. M
13	32.11	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 kg per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc.complete.						
		Along Length	2	3.96	10.00		79.20	
		Along Width	1	2.46	12.50		30.75	
						Total	109.95	Sq. M
14	33.27	Providing and laying ceramic tiles having size 30 cm. x 60 cm. conforming to corresponding I.S. for dado and skirting in required position with readymade adhesive mortar of approved quality on plaster of 1:2 cement mortar including joint filling with white/ colour cement slurry cleaning curing etc. complete.						
		For Seminar Hall	1	15.00	12.00		180.00	
			2	6.00	5.00		60.00	
						Total	240.00	Sq. M
15	39.01	Providing and fixing frame with / without ventilator of size as specified with Country cut teak wood for doors and windows including chamfering, rounding, rebating, iron holdfast of size 300mm x 40mm x 5mm with oil painting, etc. complete						
		Door Frame	3	2.10	1.00	0.05	0.32	
						Total	0.32	Cu. M
16	39.04	Providing and fixing Country cut teak wood double or single leaf second class fully panelled door shutter with 35mm thick style and rail with 25 mm thick panels with openable fan light as per detailed drawings. Excluding the door frame 60mm x 100mm stainless steel fixtures and fastening and finishing the wood work with oil painting 3 coats. (Excluding the door frame)						
		Door Panel	3	2.10	1.00		6.30	
						Total	6.30	Sq. M
17	Testin	Quality Control Charges						

	g			
		As per separate sheet attached		
18	Royalty	Royalty charges as per separate sheet attached		
		Rubble/ Murum: -	15.6 2	Cu M
		Sand: -	16.4 4	Cu M

Instructions to Bidders

SECTION - A

1. Scope of Works

The Principal Investigator, CAAST-CSAWM, MPKV, Rahuri, invites quotations for the Renovation of Flooring of Seminar Hall and Staircase of works as detailed in the table given below

Brief description of work	Approximate value of works (Rs.)	Period of Completion
Renovation of flooring of seminar hall and staircase	959757.00	30 Days from the issue of work order

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) Report on his financial standing; and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties 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, initialling, 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

- 5.1** 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.
- 5.2** Each bidder shall submit only one quotation.
- 5.3** 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.
- 5.4** The bidder shall seal the quotation in an envelope addressed to the Principal Investigator, CAAST-CSAWM Project. The envelope will also bear the following identification :-
- Quotation for Renovation of flooring of seminar hall and staircase
 - Do not open before 1000 hrs. 16/07/2020.
- 5.5** Quotations must be received in the office of the CAAST-CSAWM Project not later than **1700 hrs 15/07/2020** 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.
- 5.6** Any quotation received by the office of the CAAST-CSAWM Project 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 60 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 **10.00 AM on 16/07/2020 in the Conference hall, CAAST-CSAWM, MPKV, Rahuri.**

- 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.

10.1 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.

10.2 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 the performance security by depositing through Online Transaction at given bank details or in the shape of Demand Draft infavour of the “**The Comptroller, MPKV, Rahuri**” payable at Rahuri, with a letter addressed to Drawing and Disbursing Officer (CAAST-CSAWM), MPKV, Rahuri (MS), 413722, India, for an amount equivalent of 5 % 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.

Account Name	:	The Comptroller
Account Number	:	38000765253
Bank branch	:	State Bank of India, Branch: MPKV, Rahuri (MS) India
IFSC Code	:	SBIN0003239
MICR Code	:	413002672
SWIFT Code	:	SBININBB507

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.**

Existing commitments and on-going works:

Descripti on of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulate d period of completi on	Value of works* remaining to be completed (Rs. Lakhs)	Anticipat ed date of completi on
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firms involved.

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

1.5 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.

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

1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status
<hr/>				
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**“Centre for Advanced Agricultural Science and Technology (CAAST)
for Climate Smart Agriculture and Water Management (CSAWM)”**

Mahatma Phule Krishi Vidyapeeth, Rahuri

Tal. Rahuri, Dist. Ahmednagar 413 722



**QUOTATIONS FOR RENOVATION OF FLOORING OF SEMINAR HALL AND
STAIRCASE FOR CAAST-CSAWM PROJECT AT CENTRAL CAMPUS MPKV
RAHURI.**

To _____

Dear Sirs,

Sub : .

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 certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 60 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 Bidder, together with his particulars and date of submission at the bottom of this Form.

No. CAAST/CSAWM/Procu/ /2019

Date: / /2019

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

To : _____

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 5% 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 _____ 2020 ____, between the CAAST-CSAWM Project, MPKV, Rahuri 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.

3.1 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	:	30 % of total cost
On completion of renovated work	:	60 % of the total cost
On handing over of renovated work	:	10% of the total cost

3.2 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 one (months) 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 will be determined at 0.05 % of the contract value of the works).

8. Duties and responsibilities of the first party

8.1 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.

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

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

8.4 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.

8.5 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

9.1 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

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 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;
 - (e) If the Contractor, in the judgment of the Employer or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 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

- 13.1 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.
- 13.2 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.

15. Inspections and Auditing

The Contractor shall permit, and shall cause its Sub-Contractors to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Quotation and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

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