



NAHEP

INSTITUTIONAL DEVELOPMENT PLAN
National Agricultural Higher Education Project
Sri Karan Narendra Agriculture University
Jobner-303329, Distt. Jaipur (Rajasthan)



Phone: 01425-254022; Email ID: pi.nahep@sknau.ac.in

No: SKNAU/NAHEP/Proc./2022-23/62

Date: 24/02/2023

Ref. No: SKNAU/NAHEP/Proc./2022-23/54 dated: 03.02.2023

Activity No.: IN-SKNAU - JOBNER-179305-CW-RFQ/Modification of access structures for classrooms/buildings

LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK

To
M/s Shree Ram Construction,
Baber Walon Ki Dhani,
Jobner, Jaipur

Dear Sir,

This is to notify you that your Quotation dated 10.02.2023 for execution of the **Modification of access structures for classrooms/buildings at SKNCOA, Jobner** for the contract price of **Rs. 2,06,552.88** (Two Lakh Six Thousand Five Hundred Fifty-Two Rupees and Eighty-Eight Paise), is hereby accepted by us. The work will be restricted up to **Rs. 2,00000.00** Lakh.

You are hereby requested to furnish performance security for an amount of **Rs. 6197.00** (Rupees Six Thousand One Hundred Ninety-Seven) (equivalent to 3% of the contract price) within 10 days of the receipt of the letter. The Performance Security in the form of a Bank draft in favour of IDP-NAHEP, SKNAU, Jobner shall be valid till the expiry of the period of maintenance i.e. up to **23th February, 2024**. 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 **05.03.2023** under the instructions of the Er. Lakhbir Singh, Estate Officer, SKNAU, Jobner 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,

24.2.23

PI, IDP-NAHEP
Sri Karan Narendra Agriculture University,
Jobner-Jaipur, 303329

ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of agreement onDay....., Month....., 2023 between the Principal Investigator, IDP-NAHEP, SKNAU, Jobner or his authorized representative (hereinafter referred to as the first party) and Sh. Sharwan Lal Kumawat S/O Moti Lal Kumawat resident of Baber Walon Ki Dhani, Jobner, Jaipur (hereinafter referred to as the second party) to execute the work of "**Modification of access structures for classrooms/buildings at SKNCOA, Jobner** " (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. 2,06,552.88** [Restricted up to **Rs. 2,00000.00** Lakh] as reflected in Annexure – 1A.

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: -

50% work done of total work	: 50% of total cost
On completion of work	: 40% of total cost
Handover of the work	: 10% of total cost

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

- on the second party submitting an invoice for an equivalent amount;
- 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
- 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 **30** 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. 103.00** 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

- 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

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.
- j. Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will affect 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;

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.

Annexure -A

Name of Work :- Construction of Ramps with Railing in all the departments, classrooms and other buildings at SKNCOA, Jobner.

Rates Based on :- Integrated BSR 2022.

BILL OF QUANTITIES

Item BSR pageNo.	S.No.	Item Description	Quantity	Units	Rate	Total Amount
1.8	1	Earth work in excavation by mechanical means (Hydraulic Excavator)/ manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan) including dressing of sides and ramming of bottoms, lift upto 1.5 m, including taking out the excavated soil and depositing and refilling of jhiri with watering & ramming and disposal of surplus excavated soil as directed with in a lead of 50 meter. All kinds of soils	15.00	Cum	178.00	2670.00
3.1.6	2	Providing and laying in position cement concrete including curing, compaction etc. complete in specified grade excluding the cost of centering and shuttering - All work up to plinth level. 1:4:8 (1 cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size).	9.00	Cum	3302.00	29718.00
6.1.6	3	Random Rubble stone masonry for with hard stone in foundation and plinth in Cement Sand mortar above 30 CM thick wall in: Cement Mortar 1:6 (1-Cement : 6-Sand).	12.00	Cum	932.00	11184.00
11.26	4	Random rubble dry stone Kharauja under floor.	10.00	Cum	2838.00	28380.00
7.5.4 (iii)	5	Providing and fixing Granite stone slab mirror polished and machine edge cut in walls, pillars, steps, Shelves, Sills Counters, Floors etc. laid on 12mm (Av.) thick base of cement mortar 1:3 (1 cement : 3 coarse sand) jointing with white cement mortar 1:2 (1white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete. Good quality South Black: Above 3601 Cm2 Slabs	10.00	Sqm	3850.00	38500.00
12.3.2	6	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish : 20 mm thick.	12.00	Sqm	190.00	2280.00


ESTATE OFFICER


Saran Narendra Agriculture University
JOBNER, JAIPUR

16.56 (a)	7	Providing and fixing stainless steel railing made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners, stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge, (for payment purpose only weight of stainless steel members shall be considered excluding fixing accessories such as nuts, bolts, fasteners etc.). Grade 304	140.00	Kg	503.00	70420.00
11.16.1	8	Providing & laying Chequered terrazzo tiles of approved make 22mm thick with marble chips of size upto 6mm, in floors, jointed with neat cement slurry mixed with pigment to match the shade of tiles including rubbing and polishing complete in all respect as per specification, on 28mm thick bed of C.M. 1:4: Light shade using shade cement.	24.00	Sqm	684.00	16416.00
TOTAL AMOUNT Rs.						199568.00

Gross Total Cost : Rs. 206552.88

We agree to execute the works in accordance with the approved drawings and technical specification at 3.50% above the estimated rates, i.e for a contract price of Rs.

Signature of Contractor 206552.88 (Two Lakh six thousand five hundred fifty-two Rupees & eighty-eight paise)


ESTATE OFFICER
Karan Narendra Agriculture University
JOBNER, JAIPUR

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