



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./2021-22/ 144

Date: 24/01/2022

Ref. No: SKNAU/NAHEP/Proc./2021-22/129 dated: 05.01.2022

Activity No.: IN-SKNAU-JOBNER-244108-CW-RFQ/ Modifications of Classrooms

LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK

To
M/s Tirupati Construction Company,
New Colony, Somnath Nagar,
Dausa, Rajasthan-303501

Dear Sir,

This is to notify you that your Quotation dated 17.01.2022 for execution of the Modification of Class Room at SKNCOA, Jobner for the contract price of **Rs. 19,74,259.22** (Nineteen Lakh Seventy-Four Thousand Two Hundred Fifty-Nine Rupees and Twenty-Two Paisa), is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of **Rs. 59278.00** (Rupees Fifty-Nine Thousand Two Hundred Seventy-Eight) (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 03th February, 2023. 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 03.02.2022 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,

ASE
 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 on ----- Day -----, Month, 2022 between the Principal Investigator, IDP-NAHEP, SKNAU, Jobner or his authorized representative (hereinafter referred to as the first party) and Sh. Ram Swaroop Meena S/O Ghasi Lal Meena resident of New Colony, Somnath Nagar, Dausa, Rajasthan (hereinafter referred to as the second party) to execute the work of "**Modification of Class Room 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. 19,74,259.22** 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 **60** 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.

- 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:

At

- 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. 987.00 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;

AR

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 ~~de~~ Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

BILL OF QUANTITIES

Name of work :- Modification of class rooms at SKNCOA Jobner.

Rates based on :- BSR PWD Jaipur City Circle 2019 & Electrical Work of 2021.

PART -A

BSR Item no	S.No	Item Description	Quantity	Units	Rate	Total Amount
14.55	1	Dismantling old plaster or skirting, raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 meter lead.	300.00	Sqm	14.00	4200.00
12.3.1	2	Plaster on new surface on walls in cement sand mortar 1:6 including racking of joint etc. complete fine finish : 25 mm thick	300.00	Sqm	176.00	52800.00
7.5.3	3	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 (1 white cement : 2 marble dust) with pigment to match the shade of the marble slab including grinding, rubbing and polishing complete. Jhunjhunu / Jalore (Red/Chocolate/Black/Pink Colour) Above 3601 Cm2 Slabs	20.00	Sqm	2753.00	55060.00
7.19.2	4	P & F 1st quality Heavy Duty Vitrified Double Charged tiles on floor, skirting and steps etc.in different sizes (thickness minimum 10mm) with water absorption less than or equal 0.08% and conforming to IS 15622 of approved make in all colour and shade, laid with 20 mm thick CM 1: 4 including grouting the joints with white cement and matching pigment etc complete. size 600 mm X 600mm	300.00	Sqm	946.00	283800.00
12.37.2b	5	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding: Old work (one or more coats) including scrapping surface and necessary repairs. Same colour	2000.00	Sqm	10.00	20000.00
12.46.2	6	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade : One or more coats on old work.	50.00	Sqm	31.00	1550.00
12.46.1	7	<u>Do</u> Two or more coats on new work	150.00	Sqm	63.00	9450.00
12.22.1	8	Providing and applying white cement based putty over plastered surface to prepare the surface even and smooth complete: New Plastered Surface (three or more coats)	600.00	Sqm	76.00	45600.00
12.37.1	9	Distemping with oil bound washable distemper of approved brand and manufacture to give an even shade including all scaffolding: New work (two or more coats) over and including scrapping and priming coat with cement primer.	600.00	Sqm	68.00	40800.00
10.2	10	Providing and fixing 20 mm thick precast terrazo tiles of approved make, with marble chips of size upto 6mm laid over roof with neat cement slurry mixed with pigment to match the shade of the tiles, including cutting ,grinding rubbing with machine complete on 20 mm thick bed of cement sand mortar 1 : 4.	300.00	Sqm	318.00	95400.00
10.22	11	Providing gola 75x75 mm in cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 stone aggregate 10mm and down gauge) including finishing with cement mortar 1:3 (1 cement : 3 fine sand) as per standard design :	200.00	Mtr	101.00	20200.00
3.8	12	Providing & fixing precast cement concrete coping 1:2:4 mix 50 mm thick complete as per specification :	75.00	Sqm	334.00	25050.00

16.1.1.2	13	Providing and fixing aluminum work for doors ,windows, ventilators and partition with extruded built up standard tubular / appropriate Z sections and other sections of approved make conforming to IS :733 and IS :1285, fixed with rawl plugs and screws or with fixing clips ,or with expansion hold fasteners including necessary filling up of gap. at junctions , at top ,bottom and sides with required PVC/neoprene felt etc. Aluminium section shall be smooth ,rust free, straight ,mitered and jointed mechanically wherever required including cleat angle Aluminium snap beading for glazing /paneling , C.P. brass/ stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc.,all complete as per architectural drawings and the directions of Engineer- in – charge .(Glazing and paneling to be paid for separately). For fixed portion Powder coating aluminum (minimum thickness of powder coating 50 micron) For fixed portion	300.00	Kg	319.00	95700.00
16.1.2.2	14	do For shutters builtup standard tubular sections of openable doors ,windows & ventilators including providing & fixing hinges / rollers etc. and making provision for fixing of fittings wherever required (lockes shall be paid for separately). Powder coating aluminum (minimum thickness of powder coating 50 micron)	950.00	Kg	346.00	328700.00
16.4.2	15	Providing and fixing 12 mm thick prelaminated three layer medium density (exterior grade) particle board Grade I, Type II conforming to IS : 12823 bonded formaldehyde synthetic resin ,of approved brand and manufacture in paneling fixed in aluminium doors ,windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and direction of engineer-in-charge.Prelaminated particle board with decorative lamination on both sides.	25.00	Sqm	993.00	24825.00
16.6.1	16	Providing and fixing double action hydraulic floor spring of approved brand and manufacture IS : 6315 marked, for doors including cost of cutting floors as required, embedding in floors and cover plates with brass pivot and single picce M.S. With stainless steel cover plate	5.00	Nos	1296.00	6480.00
16.5.2	17	Providing and fixing glazing in aluminium door, window ,ventilator shutters and partitions etc. with PVS / 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 13.50 kg/sqm)	150.00	Sqm	820.00	123000.00
16.10.2	18	Providing and fixing expanded grill made of aluminum as per design and drawing having members section of size 7.5mm x 6.0mm and opening of size 102mm x 99mm to aluminum window/vent with required screws, Y and H aluminium sec (as per drawing) at the ends and middle joints respectively complete in all respect as per direction of engineer in charge. Powder coating aluminum (minimum thickness of powder coating 50 micron)	68.00	Sqm	1675.00	113900.00
16.12	19	Providing and fixing vertical Blinds , headrail shall be oriented aluminum alloy 50 mm vide x 18 mm high the thickness shall be 1.2 mm. Control unit shall be made of high grade polymer and shall be housed in side the headrail, which shall transfer motion from chain tilter to tilt rod. Chain tilter shall be made of plastic bead of diameter 4.5 mm through which 2 mm thick polyester code passes. Tilt rod shall be extruded aluminum having 3 key ways. Runner shall be moulded plastic and shall have to plastic wheels mounted on plastic exles to enable runner to slide unhindered in headrail. Luger shall be made of fabric 100 mm colour fast and shall have protective scotchgard coating to resist stains and dust. Bottom mechanism consist bottom weight made of powder coated galvanized steel for maximum corrosion resistance. The bottom weight shall be attached with bottom.	120.00	Sqm	1475.00	177000.00

	20	Providing and fixing 14 mm thick Acoustical with fine fissured tiles/ Mineral fibre high density tiles with butt edges false ceiling tiles of size 595x595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanized @ 170 gsm/sqm.) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38mm made from 0.30mm thick (minimum) sheet spaced at 1200mm center to center and cross "T" of size 24x25mm made of 0.30mm thick (minimum) sheet, 1200mm long spaced between main "T" at 600mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600mm and size 24x25mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form grids of 600x600mm and wall angle of size 21x21x0.30 mm and laying false ceiling tiles of approved texture in the grid including, wherever, required, cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with galvanised level clips spaced at 1200mm center to center along main T, bottom exposed width of 24mm of all T-sections shall be pre-painted with polyester paint, all complete at all heights as per specifications drawings and as directed by Engineer-in-Charge. (The tiles should of 90 % RH avg. NCR 0.55 light reflectance > 80% thermal conductivity K = 0.052-0.057 w/m K colour white. Fire performance class 0/class I(BS 476) with warranty against sag)	300.00	Sqm	966.00	289800.00
8.26	21	Providing and fixing IS : 3564 marked Aluminium die cast body tubular type universal hydraulic door closer with necessary accessories and screws etc. complete.	10.00	Nos	825.00	8250.00
		Total of Part-A				1821565.00
		PART "B" Electric work for BSR 2013				
E020500	22	Wiring of light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) of approved make in surface / recessed ISI marked medium duty PVC conduit & it's accessories, round tiles, Hot Dipped Galvanized Modular Box with earth terminal, screwless cage connectors for neutral looping in switch board & false ceiling point, 6 A Modular switch, Modular plate with grid plate, screws, making connections, testing etc. as required. Group- I				
E020501	A	short point (upto 3 mtr)	20.00	Each	245.00	4900.00
E020502	B	Medium point (upto 6 mtr.)	30.00	Each	463.00	13890.00
E020503	C	Long point (upto 10 mtr.)	30.00	Each	648.00	19440.00
E020700	23	Wiring of 3 pin 5 amp. Light plug point with 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper conductor 1.1 kV grade and 1.5 sq. mm nominal size FR PVC insulated unsheathed flexible copper earth conductor 1.1 kV grade (IS:694) of approved make in surface / recessed ISI marked medium duty PVC conduit & it's accessories, Hot Dipped Galvanized M.S Modular box with earth terminal, screwless cage connectors for neutral looping in switch board , 6 A modular switch, 6 A modular socket, Modular plate with grid plate, screws, making connections, testing etc. as required. Group - I				
E020701	A	(a) On Board	10.00	Each	246.00	2460.00
E020702	B	(b) Short point (up to 3 mtr.)	10.00	Each	376.00	3760.00
E040800	24	Supplying and fixing of power plug point Modular accessories on hot dipped galvanized modular on surface or in recessed with suitable size of grid plate with cover plate including cost of modular 16 amp. Switch and socket outlet , making connection , testing , etc. as required. Group - I	40.00	Each	397.00	15880.00
	25	Supplying and drawing FR PVC insulated & unsheathed flexible copper conductor ISI marked (IS:694) of 1.1 kV grade and approved make in existing surface or recessed conduit/casing capping including making connections etc. as required Group-I				

E040108	A	(a)2 x 2.5 sq. mm. + 1x1.5sqmm	100.00	Mtr	50.00	5000.00
E040117	B	(b)2 x 4.0 sq. mm. + 1 x 2.5 sq. mm.	150.00	Mtr	71.00	10650.00
E040121	C	(c)4 x 6.0 sq.mm	50.00	Mtr	160.00	8000.00
E073113	26	P & F following modular accessories made out of unbreakable and fire retardant poly carbonate with silver contacts including making connections testing etc. as required 5 step fan regulator 2 Module		Each	310.00	0.00
E060113	27	P&F 240/415 V AC MCB with positive isolation of breaking capacity not less than 10 KA (B/ C/ D tripping characteristic) ISI marked IS 8828(1996)/ conforming to IEC 60898 in existing board/sheets including making connections with lugs, testing etc. as required. Single pole MCB , 40 A to 63 A rating, Group I	10.00	Each	284.00	2840.00
E060232	29	P&F 240/415 V isolator conforming to IS:13947-III/ IEC 60947-3 on existing board / sheet including making connections with lugs , testing etc. as required. Four pole isolator, 63 A rating , Group -1	5.00	Each	590.00	2950.00
	30	P&F IP20 LED coiling / recessed / suspended mounting light fixture made from CRCA sheet steel housing, high purity / transmissivity diffuser for uniform light distribution. High efficiency driver electronics having efficiency > 85% and in compliance to IEC standards (Integral with light fixture). Power Consumption of 40W / 50W / 60W ~ 3000/3300/4200 lumens, System lumen efficacy of 70 - 80 lm/Watt output suitable for 2x36WFTL / 2x36W CFL / 3x36W CFL light fixtures, life time of 50,000 burning hours with 70% initial lumens maintained. CCT 3000°K & 4000°K.&6000°K.. Fixtures shall be CE compliance.36 W LED light fixture 2'x2' with acrylic /prismatic front cover.	35.00	Each	2535.00	88725.00
		Total of Part-B				178495.00
		G.Total				2000060.00

Gross Total Cost : Rs. 2000060.00

We agree to execute the works in accordance with the approved drawings and technical specifications at 1.29%

percentage above/below the estimated rates, i.e., for a total contract price of Rs. 1974259.22 (amount in figures)

(Rs. amount in words)

Nineteen Lakh Seventy Four Thousand Two hundred fifty Nine Rupees &

Signature of Contractor

Twenty two paise.

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



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./2021-22/ 145

Date: 24/01/2022

Ref. No: SKNAU/NAHEP/Proc./2021-22/129 dated: 05.01.2022

Activity No.: IN-SKNAU-JOBNER-244108-CW-RFQ/ Modifications of Classrooms

LETTER OF ACCEPTANCE
CUM NOTICE TO PROCEED WITH THE WORK

To

M/s Tirupati Construction Company,
New Colony, Somnath Nagar,
Dausa, Rajasthan-303501

Dear Sir,

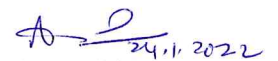
This is to notify you that your Quotation dated 17.01.2022 for execution of the Modification of Class Room at COA, Lalsot for the contract price of **Rs. 9,41,711.25** (Nine Lakh Fourty One Thousand Seven Hundred Eleven Rupees and Twenty-Five Paisa), is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of **Rs. 28,251.00** (Rupees Twenty-Eight Thousand Two Hundred Fifty-One) (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 03th February, 2023. 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 03.02.2022 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,



PI, IDP-NAHEP

Sri Karan Narendra Agriculture University,
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ARTICLES OF AGREEMENT

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2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is **Rs. 9,41,711.25** as reflected in Annexure – 1B.

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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 **60** 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. 471.00 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

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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.

BILL OF QUANTITIES

Name of work :- Modification of Class Rooms at COA, Lalsot.

Rates based on :- BSR PWD Dausa City Circle 2019 & Electrical Work of 2021.

PART -A

BSR Item no	S. No	Item Description	Quantity	Units	Rate	Total Amount
16.1.1.1	1	Providing and fixing aluminum work for doors ,windows, ventilators and partition with extruded built up standard tubular / appropriate Z sections and other sections of approved make conforming to IS :733 and IS :1285, fixed with rawl plugs and screws or with fixing clips ,or with expansion hold fasteners including necessary filling up of gap. at junctions , at top ,bottom and sides with required PVC/neoprene felt etc. Aluminium section shall be smooth ,rust free, straight ,mitered and jointed mechanically wherever required including cleat angle Aluminium snap beading for glazing /paneling , C.P. brass/ stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc.,all complete as per architectural drawings and the directions of Engineer- in – charge .(Glazing and paneling to be paid for separately). For fixed portion : Anodised aluminum (anodised transparent 81 dyed to required shade according to IS : 1868. (Minimum anodic coating of grade AC 15, Anodizing to be got done from approved Anodizer)	51.00	Kg	395.00	20145.00
16.1.2.1	2	Providing and fixing aluminum work for doors ,windows, ventilators and partition with extruded built up standard tubular / appropriate Z sections and other sections of approved make conforming to IS :733 and IS :1285, fixed with rawl plugs and screws or with fixing clips ,or with expansion hold fasteners including necessary filling up of gap. at junctions , at top ,bottom and sides with required PVC/neoprene felt etc. Aluminium section shall be smooth ,rust free, straight ,mitered and jointed mechanically wherever required including cleat angle Aluminium snap beading for glazing /paneling , C.P. brass/ stainless steel screws Al. Tower bolt & Al. handle & Al. Aldrop etc.,all complete as per architectural drawings and the directions of Engineer- in – charge .(Glazing and paneling to be paid for separately). For fixed portion : Powder coating aluminum (minimum thickness of powder coating 50 micron)	51.00	Kg	422.00	21522.00
16.4.1	3	Providing and fixing 12 mm thick prelaminated three layer medium density (exterior grade) particle board Grade I, Type II conforming to IS : 12823 bonded formaldehyde synthetic resin ,of approved brand and manufacture in paneling fixed in aluminium doors ,windows shutters and partition frames with C.P. brass / stainless steel screws etc. complete as per architectural drawings and direction of engineer-in-charge.: Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side.	6.00	Sqm	958.00	5748.00

16.5.2	4	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with PVS / 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 13.50 kg/sqm)	5.00	Sqm	828.00	4140.00
16.8	5	Providing and fixing 100mm brass locks (best make of approved quality) for aluminium doors including necessary cutting and making good etc. complete.	3.00	Each	291.00	873.00
16.10.1	6	Providing and fixing expanded grill made of aluminum as per design and drawing having members section of size 7.5mm x 6.0mm and opening of size 102mm x 99mm to aluminum window/vent with required screws, Y and H aluminium sec (as per drawing) at the ends and middle joints respectively complete in all respect as per direction of engineer in charge. Anodised aluminum (anodised transparent 81 dyed to required shade according to IS : 1868. (Minimum anodic coating of grade AC 15, Anodizing to be got done from approved Anodizer)	42.00	Sqm	1759.00	73878.00
16.11	7	S&f fixed wire gauge of stainless steel of 14 mesh x 24 gauge to the aluminium window by Aluminium beading 20x3mm with suitable screws at not exceeding 150mm distance at all heights with all lead and lift with scaffolding.	42.00	Sqm	720.00	30240.00
16.12	8	Providing and fixing vertical Blinds , headrail shall be oriented aluminum alloy 50 mm wide x 18 mm high the thickness shall be 1.2 mm. Control unit shall be made of high grade polymer and shall be housed in side the headrail, which shall transfer motion from chain tilter to tilt rod. Chain tilter shall be made of plastic bead of diameter 4.5 mm through which 2 mm thick polyester cord passes. Tilt rod shall be extruded aluminum having 3 key ways. Runner shall be moulded plastic and shall have to plastic wheels mounted on plastic exles to enable runner to slide unhindered in headrail. Luger shall be made of fabric 100 mm colour fast and shall have protective scotchgard coating to resist stains and dust. Bottom mechanism consist bottom weight made of powder coated galvanized steel for maximum corrosion resistance. The bottom weight shall be attached with bottom.	49.00	Sqm	1383.00	67767.00

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10.28	9	Providing and fixing 15 mm thick Acoustical with fine fissured tiles/ Mineral fibre high density tiles with butt edges false ceiling tiles of size 595x595 mm in true horizontal level suspended on inter locking metal grid of hot dipped galvanised steel sections (galvanized @ 170 gsm/sqm.) consisting of main "T" runner with suitably spaced joints to get required length and of size 24x38mm made from 0.30mm thick (minimum) sheet spaced at 1200mm center to center and cross "T" of size 24x25mm made of 0.30mm thick (minimum) sheet, 1200mm long spaced between main "T" at 600mm center to center to form a grid of 1200x600 mm and secondary cross "T" of length 600mm and size 24x25mm made of 0.30 mm thick (minimum) sheet to be interlocked at middle of the 1200x600mm panel to form grids of 600x600mm and wall angle of size 21x21x0.30 mm and laying false ceiling tiles of approved texture in the grid including, wherever, required, cutting/making, opening for services like diffusers, grills, light fittings, fixtures, smoke detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with galvanised level clips spaced at 1200mm center to center along main T, bottom exposed width of 24mm of all T-sections shall be pre-painted with polyester paint, all complete at all heights as per specifications drawings and as directed by Engineer-in-Charge. (The tiles should of 90 % RH avg. NCR 0.55 light reflectance> 80% thermal conductivity K = 0.052-0.057 w/m K colour white. Fire performance class 0/class I(BS 476) with warranty against sag)	403.00	Sqm	867.00	349401.00
7.5.3	10	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. Jhunjhunu / Jalore (Red/Chocolate/Black/Pink Colour): Above 3601 Cm2 Slabs	17.00	Sqm	3337.00	56729.00
7.8.2	11	Extra for providing edge moulding to 15-18mm thick marble/ Granite/Kota stone counters, Vanities etc. including machine polishing to edge to give high gloss finish etc. complete as per design approved by Engineer-in-Charge. Granite Work	210.00	Sqm	262.00	55020.00

E150400	30	Providing & Fixing of ISO Certified company made BEE approved copper wound 1200 mm sweep BLDC technology power saving ceiling fan with longer life span and low maintenance 5 star rated which can with stand on voltage fluctuations from 140 volts to 240 volts, power factor not less than 0.9, service value (CMM/W) minimum 6.85, air delivery minimum 215 CMM, speed 350 RPM (to clearance as per IS:3742019) THD less than 10% and complete with down rod upto 30cm with secondary support safety cable, cotter pin with 3x1.5 sq.mm pvc insulated flexible copper conductor making connection testing etc. as required. Appropriate OEM test certificate shall be submitted by contractor. All as per pre approved by Engineer-in-charge. For additional technical parameters of products/ work, refer Annexure "A" attached with this BSR .				
E150401		Without Remote	48.00	Each	2432.00	116736.00
E150900	31	Providing & Fixing of Heavy duty capacitor start, copper wound Double ball bearing 900/1400 RPM single phase Exhaust fan as per PWD specification for electrical Works, conforming to IS:2312 ISI marked in existing opening including making connections testing etc. as required. OEM shall be an ISO certified company. Appropriate OEM test certificate shall be submitted by contractor. All as per pre approved by Engineer-in-charge. For additional technical parameters of products/ work, refer Annexure "A" attached with this BSR .				
E150901		300 mm sweep(900/1400 RPM)	3.00	Each	2252.00	6756.00
E150100	33	Making of hole in wall (brick/ stone) of required size for housing exhaust fan and making good the same, with cement plaster as required of following size:				
E150101		Up to 457 mm size	3.00	Each	282.00	846.00
E170900	B	Providing & Fixing of IP 40 LED Surface/ Recessed/ suspended mounting Mid power SMD type LED Light fixture made from CRCA sheet steel housing, high purity/ transmissivity UV stabilized Non-yellowish diffuser for uniform light distribution. High efficiency with 2.5 KV internal/ external surge protection BIS certified isolated driver having efficiency >85%, with Short & Open circuit protection and in compliance to IEC standards (Integral with light fixture). System lumen efficacy of ≥ 120 lm/Watt, THD <10%, p.f. ≥ 0.95 , CRI >80, life time of minimum 50000 Burning Hours with, 70% of initial Lumen maintained till life ends, CCT 3000°K/ 4000°K/ 5700°K/ 6000°K/ 6500°K (As per ANSIB in), maximum power consumption should not more than the specified rating and Fixture shall be of BIS standard and trademark certificate (T.C.). Manufactures Word Mark/ Name Engraved/ Embossing/ Screen printing on housing. OEM must have its own in house NABL lab setup for all testing facilities for LED fixtures. (LM79/ LM80) certificate/ Reporter detectors etc. Main "T" runners to be suspended from ceiling using GI slotted cleats fixed to ceiling with 6 mm dia and 50mm long dash fasteners, 4mm GI adjustable rods with				

E170911	C	Recessed Mounting: 36W LED light fixture 2'x2' with acrylic / prismatic front cover.	69.00	Each	2346.00	161874.00
E010500	34	Wiring of light point/ fan point/ exhaust fan point/ call bell point as per PWD specification for electrical Works with ISI marked 1.5sq.mm nominal size FRPVC insulated unsheathed flexible copper conductor 1.1kV grade (IS:694) and 1.5sq.mm nominal size FRPVC insulated unsheathed flexible copper earth conductor 1.1kV grade (IS:694) inrecessed ISI marked MMS (IS:9537P-III) vergin material PVC conduit & it's all accessories (J.B., Bends etc.), roundtiles, 18 SWG Hot Dipped Galvanized Modular Box with earth terminal, 6 A Modular switch, Modular face plate with grid plate, 3 pin ceiling rose/ lamp Holder/ 3 pin connector, screws etc, making connections, all as per pre approved by Engineer-in-charge, testing etc. complete as required. For specification of copper Conductor, Phenolic Laminated sheet's & Electrical/ Wiring accessories refer Chapter E-04, E-05 & E-07. For additional technical parameters of products/ work, refer Annexure "A" attached with this BSR .				
E010502	A	Medium point (up to 6 mtr.)	30.00	Each	360.00	10800.00
E010503	B	Long point (up to 10 mtr..)	40.00	Each	465.00	18600.00
		G.Total				1001075.00

Gross Total Cost : Rs. 1001075.00

We agree to execute the works in accordance with the approved drawings and technical specifications at

5.93 percentage above/below the estimated rates, i.e., for a total contract price of Rs. 941711.25

(amount in figures) (Rs. Five Lakh Fourty one Thousand Seven Hundred Eleven Rupees amount in

words)

And twenty five paisa.

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.

de

Signature
Name & Designation
(Official address)

Place :
Date :

Office seal