



**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](mailto:pi.nahep@sknau.ac.in)



No: SKNAU/NAHEP/Proc./2021-22/135

Date: 20.01.2022

Ref. No: SKNAU/NAHEP/Proc./2021-22/127 dated: 05.01.2022

Activity No.: IN-SKNAU-JOBNER-244295-CW-RFQ/ Modifications of Rooms

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

To

M/s Nideeshwara Creation,  
584, Shanti Nagar, Durgapura,  
Jaipur, Rajasthan-302018

Dear Sir,

This is to notify you that your Quotation dated 12.01.2022 for execution of the Modification of Room at SKNCOA, Jobner for the contract price of Rs. 7,20,510.24 (Seven Lakh Twenty Thousand Five Hundred Ten Rupees and Twenty-Four Paisa), is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. 21615.00 (Rupees Twenty- One Thousand Six Hundred Fifteen) (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of a Bank draft in favour of IDP-NAHEP, SKNAU, Jobner shall be valid till the expiry of the period of maintenance i.e. up to 30<sup>th</sup> January, 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 02.02.2022 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,  
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. Jagdish Sharma S/O Prahlad Rai Sharma resident of 584, Shanti Nagar, Durgapura, Jaipur (hereinafter referred to as the second party) to execute the work of " Modification of 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. 7,20,510.24 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: -

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 45 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:

- 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. 360.00 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;

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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.

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OFFICE OF THE ESTATE OFFICER  
SRI KARAN NARENDRA AGRICULTURE UNIVERSITY  
JOBNER-303329 Distt. Jaipur (Raj.)

Name of Work :- Modification of Rooms at SKNCOA Jobner.

Rates Based on :- B.S.R. 2019 P.W.D. (Jaipur circle).

**BILL OF QUANTITIES**

Item BSR pageNo.	S.No.	Item Description	Quantity	Units	Rate	Total Amount
6.1.6	1	Random Rubble stone masonry with hard stone in superstructure above plinth level and upto five level above 30cm. thick walls in :	3.00	Cum	3163.00	9489.00
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	150.00	Sqm	176.00	26400.00
16.22	3	Providing and fixing of wall paneling on grid made out of PVC profile section of size 21x17mm with a wall thickness of 1.5mm+/-0.2mm, fixed on the existing wall with wood screw of size 50mm X 8mm with rowel plug at a spacing of 900mm center. uPVC profile section of size 150mm X 10mm with a wall thickness of 1.0mm+/-0.2mm to be fixed on the grid by self tapping screw of size 19mm X 6mm. Necessary cutouts for electrical connection to be provided at required places. The edge and periphery, finally to be covered by extruded PVC beading section of size 28mm X 12mm with a wall thickness of 1.0mm+/-0.2mm complete as per manufacture's specification and direction of Engineer-in-charge.	200.00	Sqm	1267.00	253400.00
10.28	4	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)	155.00	Sqm	966.00	149730.00

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7.27.1	5	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	175.00	Sqm	946.00	165550.00
16.1.1.2	6	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)	80.00	Kg	319.00	25520.00
16.1.2.2	7	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 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 (locks shall be paid for separately).Powder coating aluminum ( minimum thickness of powder coating 50 micron)	160.00	Kg	346.00	55360.00
16.5.2	8	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)	30.00	Sqm	820.00	24600.00
12.22.2	9	Providing and applying white cement based putty over plastered surface to prepare the surface even and smooth complete: Old Plastered Surface (two or more coats)	300.00	Sqm	76.00	22800.00
12.37.1	10	Distempering 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.	300.00	Sqm	68.00	20400.00

16.12	11	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 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 exjes 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.	15.00	Sqm	1475.00	22125.00
E017900	11	Providing & Fixing of IP40 LED Surface/Recessed/suspended mounting Mid power SMD typ LED Light fixture made from CRCA sheet steel housing, high purity/transmissivity UVstabilized Non-yellowish diffuser for uniform ight distribution .High efficiency with 2.5KV internal/external surgeprotection BIS certified isolated driver having efficiency>85% ,with Short & Open circuit protectionandin compliance to IEC standards (Integralwithlightfixture). System lumen efficacyof $\geq 120$ lm/Watt,THD<10%,p.f. $\geq 0.95$ ,CRI>80, life time of minimum 50000 Burning Hours with,70% of intial Lumen maintained tilllifeends ,CCT 3000°K/4000°K/5700°K/6000°K/6500°K (AsperANSIBin) ,maximum powerconsumption 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/Screenprinting on housing.	15.00	Each	2346.00	35190.00
TOTAL						810564.00

Estate Officer

S.K.N. Agriculture University

Gross Total Cost : Rs. 810564.00

810564.00

We agree to execute the works in accordance with the approved drawings and technical specifications at 11.11 percentage above/below the estimated rates, i.e., for a total contract price of Rs. 720510.24 (amount in figures)

(Rs. amount in words)

Seventy lakh Twenty thousand Five hundred ten Rupees & Twenty four 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.

dr

Signature  
Name & Designation  
(Official address)

Place :  
Date :

Office seal