

# NOHEP

# INSTITUTIONAL DEVELOPMENT PLAN

National Agricultural Higher Education Project Sri Karan Narendra Agriculture University

Jobner-303329, Distt. Jaipur (Rajasthan)

Email ID: pi.nahep@sknau.ac.in

No: SKNAU/NAHEP/Proc./2023-24/

Ref. No: SKNAU/NAHEP/Proc./2023-24/04 dated: 23.06.2023

Activity No.: IN-SKNAU - JOBNER-179311-CW-RFQ/Renovation of cage house, glass

house, poly house

# LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK

To

M/s- Super Seeds, B-13, Paliwal Plaza, Ajmeri Gate, Jaipur

Dear Sir,

This is to notify you that your Quotation dated 04.07.2023 for execution of the work of **Renovation of cage house, glass house and polyhouse at SKNCOA, Jobner** for the contract price of **Rs. 7,72,815.00** (Seven Lakh Seventy-Two Thousand Eight Hundred Fifteen), is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. 23,184.00 (Rupees Twenty-Three Thousand One Hundred EightyFour) (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 17<sup>th</sup> June, 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 **28.07.2023** under the instructions of the Engineer, 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,

Date: 18.07.2023

PI, IDP-NAĤĔŔ ulture University.

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 July, 2023 between the Principal Investigator, IDP-NAHEP, SKNAU, Jobner or his authorized representative (hereinafter referred to as the first party) and M/s- Super Seeds, B-13, Paliwal Plaza, Ajmeri Gate, Jaipur or his authorized representative (hereinafter referred to as the second party) to execute the work of "Renovation of cage house, glass house and polyhouse 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. 7,72,815.00 as reflected in Annexure - 1.

# 3. Payments under its contract:

- 3.1 100 % payments to the second party for the work will be released by the first party after satisfactory completion of work.
- 3.2 Payments will be made by the first party on the second party on the submitting an invoice for an equivalent amount.

# 4. 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.

- 5. 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 there of 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.
- 6. Any willful delay on the part of the second party in completing the work within the stipulated period will render him liable to pay liquidated damages. @ Rs. 386.00 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).

#### 7. 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.

### 8. Termination

- 8.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 8.2 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;
- 8.3 Notwithstanding the above, the Employer may terminate the Contract forconvenience.
- 8.4 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.

# 9. 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 withthe Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

# Annexure - 1

Details of Work: The firm has to supply and install all the items mentioned below for renovation of different polyhouses, cage houses and glass houses installed in different departments of SKN College of Agriculture, jobner

Location: Department of Plant Pathology (A)

Sr. No.	Type of Greenhouse	Approximate Dimensions	Material Required	Specifications	Approx. Qty.	Approved Rate Per Unit Including GST (Rs.)
1	Polyhouse (Nos. 1)	L - 12 m, W - 9 m	Polythene sheet for polyhouse	UV stabilized polythene sheet of 200 microns with anti virus, anti sulphur, anti dust, UV blocking	145 Sq. M.	Rs. 71/Sq. m.
			Aluminet Screen Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items	50% shading	120 Sq. M. 50 kg	Rs. 118/Sq. m. Rs. 160/kg
			Instllation and fixing charges		•••	Rs.55000.00
2	Cage House (Nos. 1)	L - 12 m, W - 7 m, H - 2.5 m	Insect Net	40 Mesh, White/Green	200 Sq. M.	Rs. 54/Sq. m.
			25*25 mm GI Net	25*25 mm Mesh	200 Sq. M.	Rs. 210/Sq. m.
			Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items		50 kg	Rs. 160/kg
			Paint	Green/Silver/White	10 liter	Rs. 600/Liter
		2	Instllation, painting and fixing charges		***	Rs. 55000.00

Location: Department of Plant Breeding and Genetics (B)

Sr. No.	Type of Greenhouse	Approximate Dimensions	Material Required	Specifications	Qty.	Approved Rate Per Unit Including GST (Rs.)
1	Polyhouse (Nos. 2)	L - 12 m, W - 8 m	Polythene sheet for polyhouse	UV stabilized polythene sheet of 200 microns with anti virus, anti sulphur, anti dust, UV blocking	410 Sq. M.	Rs. 71/Sq. m.
			Aluminet Screen	50% shading	225 Sq. M.	Rs. 118/Sq. m.
			Insect Net	40 Mesh, White/Green	250 Sq. M.	Rs. 54/Sq. m.
			GI Pipes	GI pipe for main column, side column and other parts of polyhouse as per requirement	400 kg	Rs. 124/kg
			Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items		50 kg	Rs. 160/kg
P			Instllation and fixing charges		X2.6	Rs. 60000.00

2	Cage House (Nos. 1)	L - 22 m, W - 10 m	Insect Net	40 Mesh, White/Green	600 Sq. M.	Rs. 54/Sq. m.
			GI Net	10*10 mm wire Mesh	600 Sq. M.	Rs. 230/Sq. m.
			Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items		50 kg	Rs. 160/kg
			Paint	Green/Silver/White	10 liter	Rs. 600/Liter
			Instllation, painting and fixing charges		444	Rs. 50000.00

**Location: Department of Entomology (C)** 

Type of Greenhouse	Approximate Dimensions	Material Required	Specifications	Qty.	Per Unit Including GST (Rs.)
Cage House	L - 9.5 m, W -	25*25 mm GI Net	25*25 mm Mesh	160 Sq. M.	Rs. 210/Sq. m.
(Nos. 1)	6.5 m				•
		Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items		50 kg	Rs. 160/kg
		Paint	Green/Silver/White	10 liter	Rs. 600/Liter
		Instllation, painting and fixing charges		***	Rs. 35000.00
	Cage House	Cage House L - 9.5 m, W -	Cage House (Nos. 1)  L - 9.5 m, W - 25*25 mm GI Net  Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items  Paint  Instllation, painting and fixing charges	Cage House (Nos. 1)  Cage House (Nos. 1)  Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items  Paint  Instllation, painting  Green/Silver/White	Cage House (Nos. 1)  Cage House (Nos. 1)  Accessories like MS flats, wires, screws, Nut-Bolts and other miscellaneous items  Paint  Instllation, painting and fixing charges  Dimensions  25*25 mm Mesh  160 Sq. M.  50 kg  50 kg

Location: Department of Plant Physiology (D)

Sr. No.	Type of Greenhouse	Approximate Dimensions	Material Required	Specifications	Qty.	Approved Rate Per Unit Including GST (Rs.)
1	Cage House	L - 13.7 m, W	Insect Net	40 Mesh, White/Green	200 Sq. M.	Rs. 54/Sq. m.
	(Nos. 1)	- 6.5 m				
			Accessories like MS		50 kg	Rs. 160/kg
			flats, wires, screws,	,		
			Nut-Bolts and other			
			miscellaneous items			
			Paint	Green/Silver/White	10 liter	Rs. 600/Liter
2			Instllation, painting and fixing charges		•••	Rs. 35000.00