

In Pursuit of Global Competitiveness

# **Government College of Engineering**

## Station Road, Osmanpura, Aurangabad – 431 005

[An Autonomous Institute of Government of Maharashtra] Phone : (0240) 2366251 Fax : (0240) 2332835

Web - http://www.geca.ac.in

## INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF CIVIL WORKS UNDER PROCEDURES

To,

4.

Dear Sir,

Sub: INVITATION FOR QUOTATIONS FOR CONSTRUCTION under package GECA\_REFURB\_6\_REV under minor civil work under TEQIP-II project at various departments of the institute.

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

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion (In Days)
Providing foundation and Concrete		
flooring for loading frame, and	443385/-	90
casting yard etc. for Applied		
Mechanics Dept; Repair and		
Refurbishment of Sanitary system		
etc in various Departments at Govt.		
College of Engineering,		
Aurangabad.		

- Government of India has received a credit from the International Development Association (IDA) in various currencies equivalent to US\$ 2430000000 towards the cost of the Technical Education Quality Improvement Programme [TEQIP]-Phase II Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.
- 3. The TEQIP-II Project in MAHARASHTRA state is being implemented by Govt. College of Engineering, Aurangabad, which is an autonomous institute of Govt. of Maharashtra.
  - To assist you in the preparation of your quotation, we are enclosing the following:
    - i. Layout Drawings of the works (Available with the departments);
    - ii. Structural Details-(Available with the departments);
    - iii. Detailed Bill of Quantities, with estimated rates and prices;
    - iv. Technical Specifications;
    - v. Instructions to Bidders (in two sections).
    - vi. Draft Contract Agreement format, which will be used for finalizing the agreement for this Contract.
- 5. You are requested to provide your offer latest by **16:00** hrs. on **25/08/2014. Please send the sealed envelopes in the name of** Principal, Govt. College of Engineering, Railway station Road, Osmanpura, Aurangabad, Maharashtra, India-431005, clearly mentioning on the envelop "TEQIP-II Refurbishment Package No. 1&2,".
- 6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 16:00 AM/PM on 10/09/2014 in the office of The TEQIP Cell, Government College of Engineering, Railway Station Road, Osmanpura Aurangabad. Maharashtra, India 431005.
- 7. We look forward to receiving your quotations and thank you for your interest in this project.
- 8. You are requested to quote individually all concerned items in terms of per unit cost

## Name: Government College of Engineering, Aurangabad

Address:

The Principal, Government College Of Engineering, Railway Station Road,Osmanpura Aurangabad - 431005 , Maharashtra, India Tel. No: 2402366111

For - GECA Website

FRINCIPAL Govt. College of Engineering Aurangabad.

## **SECTION - A**

## 1. Scope of Works

The **Government College of Engineering**, **Aurangabad** invites quotations for the Refurbishment works as detailed in the table given below.

**Name of work:** Providing foundation and concrete flooring for loading frame, and casting yard etc. for Applied Mechanics Dept. ; Repair and Refurbishment of sanitary systems in AMD, EEP and E&TC Dept of Govt. College of Engineering, Aurangabad.

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion (In Days)
PART-I: Foundation, flooring for loading frame and casting yard for App. Mech. Dept(AMD), Excavation for repair of sanitation(E&TC):	443385/-	90
Item No.1:Excavation in earth , soft murum including removing the excavated material up to a distance of 50 m beyond the foundation/building stacking and spreading as directed. (35.18 Cum)		
<b>Item No.2: Excavation in hard murum/boulder</b> including removing the excavated material up to a distance of 50 m beyond the foundation/building stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary backfilling, ramming, watering including shoring and strutting etc complete (lift up to 1.5 m) <b>(39.49Cum).</b>		
<b>Item No.3: Soling:</b> Providing soling at footing trenches, plinth protection, flooring for loading frame and casting yard flooring, using 80 mm size trap metal in 15 cm layer including filling voids with sand/grit ramming, watering complete as directed by engineer in charge. <b>(26.34 Cum)</b>		
Item No.4: P. C.C (1:4:8): Providing and laying in situ cement concrete in 1:4:8 for bedding of footing trenches and casting yard of trap/granite/quartzite/gneiss metal including bailing out water, formwork, compacting, finishing if required and curing etc. complete. (5.36 Cum)		
Item No.5: R.C.C M20 for Paradi: Providing and laying in situ cement concrete M-20 of trap/granite/quartzite/gneiss metal for R.C.C. pardi of required thickness around the flooring at the loading frame including centering, formwork, compacting, finishing the formed surface with cm 1:3 of sufficient minimum thickness to give a smooth and even surface and curing etc. complete. (4.66 Cum)		
Item No.6: C.C M20: Providing and casting in situ cement concrete M-20 of trap/granite/quartzite/gneiss metal for footing and pedestal(including 16 No. anchor bolt of dia. 20 mm as directed by engineer); loading frame flooring and casting yard and such other items at the loading frame including dewatering, formwork, compacting, finishing the exposed surfaces with sufficient minimum thickness of 1:3 cement plaster to give a smooth and even surface and curing etc. complete.(9.66 Cum)		
Item No.7: P. C.C (1:2:4): Providing and laying in situ cement concrete M15/ 1:2:4 of trap/granite/quartzite/gneiss metal for bedding of plinth protection including dewatering, formwork, compacting, finishing if required and curing etc. complete. ( 4.54 Cum)		

<b>Item No.8:</b> Providing and fixing in position TMT bar reinforcement (as per IS 1786-2008) of various diameters for reinforced cement concrete, footing, pedestal, pardi etc. as per detailed designs, drawings and schedules including cutting bending hooking the bars, binding with wires or tack welding and supporting as required complete. <b>(1.055 MT)</b>	
PART-II: Repair and Refurbishment of Sanitary System in AMD, EEP , E&TC departments:	
Item No.9: Flooring Tiles: Providing and fixing antiskid ceramic tiles of approved quality (Kajaria/Nitco/Asian etc. or equivalent), colour and 7 mm thick of approved size for flooring in required position laid on a bed of 1:4 cement mortar including cement float, filling with white/ colour cement slurry cleaning, curing etc complete spec. No. as directed by engineer- in-charge.( 22.46 sqm)	
Item No.10: Dado Tiles: Providing and fixing ceramic tiles (joint free) of approved colour and quality such as Kajaria /Nitco/ Asian or equivalent, and 7 mm thick of size 300 x450 mm for dado in required position with readymade adhesive mortar of approved quality on plaster of 1:2 cement mortar including cement float, filling with white/ colour cement slurry cleaning, curing etc complete spec. No. as directed by engineer- in- charge.(67.32 sqm)	
<b>Item No.11: Door Jams and Urinal flooring:</b> Providing and laying machine cut polished telephonic black granite stone 20 to 25 mm thick for treads and risers of steps and stair case, in one piece in required width with rounded nosing for the treads on bed of 1:4 in C.M. including cement filling joints with net cement slurry, curing, polishing, and cleaning complete spec. No. as directed by engineer- in-charge. ( <b>14.5 sqm</b> )	
Item No.12: W.C.Pan: Providing and fixing Anglo Indian type white glazed earthenware water closet pan 510 mm x 460 mm and 300 mm height with polished TW Mahogany /PVC seat and lid with chromium plated brass hinges and rubber buffer including cast iron soil and vent pipes up to the outside face of the wall and 100 mm diameter CI plug bend , inlet pipe with stop tap, 40 mm diameter enameled porcelain bends and rubber 20 mm diameter PVC overflow pipe with special and mosquito proof coupling, chromium plated working handle, painting of the exposed pipes and cutting and making good walls and floors. (2 No.)	

## Item No.13: Urinals: Providig and fixing white glazed earthenware half stall type large size urinals without cistern including lead soil pipe lead trap and soil pipe connection upto face of wall complete, spec. No. as directed by Engineer-in-charge. (06 No.) Item No.14: Fibre Doors: Providing and fixing in position fiber reinforced plastic door shutter 30 mm thick of approved size and colour with gel coat and pigment on both side with 1.50 mm to 3.00 mm thick FRP coating over face of door shutter and 1.50 mm to 2.00 mm thick FRP coating around top and side surface at edges as additional reinforcement, the foam material used for shutter, rails, and styles shall be resisted to mild acid and alkali with density of 35 kg/cum of polyurethane in situ foat including wood at appropriate places to take up fixtures conforming to IS 4020-1988 with necessary fixtures and fastenings etc complete. Spec. No. as directed by Engineer-in-incharge. (2No.)Item No.15: Water Line GI Pipes: 25 mm medium grade: Providing and laving in trenches/ on walls 25 mm dia having embossed as ISI Mark galvanized iron pipes with screwed, sockets, joints and necessary galvanized iron fittings such as socket back nuts, elbow, bends, tees, reducers, enlarger, plugs, clamps etc. including necessary drilling holes in walls, slabs etc. and remaking good the demolished portion to restore the same in original condition neatly and applying anti corrosive primer oil paint and two coats of oil painting complete. (15.66 m) Item No.16: Half Turn Valve 25 mm: Providing and fixing half turn valve 25 mm diameter chromium plated with brass metal etc complete.(4 No.) Item No.17: 15 mm dia Tap: Providing and fixing screw down15mm dia meter wheeled stop tap of brass including necessary sockets/ union nut complete (conforming to IS:781). (4 No.) Item No.18: Water proofing of Flooring: Providing water proof beding for flooring of bath and WC 25 mm thick in C.M 1:3 including using 1 kg of water proof compound per bag of cement including leveling curing etc. complete. spec. No. as directed by Engineer-in-charge. (3.20sam.) Item No.19: Wash Hand Basin: Providing and fixing white glazed earthenware wash hand basin of 55 cm x 40 cm size including single cold water pilartap/brackets, rubber plugs and brass chain, stop, tap and necessary PVC pipe and bottle trap up to the outside face of the wall. (2 No.) Item No.20: Granite Basin Top & Supports: Providing and laying machine cut polished telephonic black granite stone 20 to25 mm thick for treads and risers of steps and stair case, in one piece in required

width with rounded nosing for the treads on bed of 1:4 in C.M. including cement filling joints with net cement slurry, curing,polishing, and cleaning complete spec. No. as directed by engineer- in-charge.(2.55 Sqm)	
Item No.21: Internal Plaster to sanitary Block in AMD: Providing internal plaster 25 mm thick in two coats in cement mortar 1:4 without neeru finish, to concrete, brick or stone surface, in allb positions including scaffolding and curing complete. (104 Sqm)	
Item No.22: SWR Water drainage: Providing and fixing 75 mm diameter rain water pipes SWR or other approved make with lugs including rain water recess with necessary grating and fittings such as bends, offsets and shoe and painting with oil paint complete. (10m)	
Item No.23: Nahani Traps(PVC)Providing and fixing floor trap connection unplasticizedpolyvinyl chloride (UPVC) ultra violet stabilized deep seal NahaniTrap including PVC grating conforming to IS 4985, rubber plugand piece of PVC pipes of suitable diameter and length up tooutside face of wall and making all joints water tight with providingrubber socketed packing and sealing with suitable and durablewater tight resigns and making holes in masonry/concrete, redoingthe same with cement mortar 1:4 and curing etc complete. Asdirected by Engineer-in-charge.i)75 mm diameter Nahani Trap (1 No.)ii)100 mm dia. Nahani Trap (4 No.)	
Item No.24: Drainage: Providing and laying in position unplasticized polyvinyl chloride (UPVC) ultra violet stabilized 160 mm outer diameter SWR pipe conforming to IS 4985 for waste/ soil in required gradient as directed by Engineer-in-charge including all junctions, making all joints water tight with rubber ring and solvent cement etc. complete (excluding excavation and backfilling)(10 m)	
Item No.25: Providing and laying in position unplasticized polyvinyl chloride (UPVC) ultra violet stabilized 110 mm outer diameter for soil/waste pipe conforming to IS 4985 including necessary fitting such as PVC grating bends with door tee with door single junction with door double junction with door PVC clamps Nails, rubber ring and making all connection water tight with solvent cement and testing, boring holes in masonry/ concrete and redoing the same in cement mortar 1:4 curing etc. complete. (10m.)	
<b>Item No.26:</b> Providing and fixing 15 cm x 10 cm salt glazed stoneware gully trap in cement concrete 1:4:8 outside the building including cast iron grating in the sink, connecting glazed stoneware pipe, brick masonry chamber with cast iron lid and cast iron grating for the gully trap.( <b>4</b> No.)	
Item No.27: Providing and laying 150 mm dia. Salt glazed stoneware pipe	

including fittings such as bends, tees, single junction, double junction laying, jointing (excluding excavation and refilling the trenches) complete.( <b>15 m</b> )	

The successful bidder will be expected to complete the works by the intended completion date specified above.

- 2. Qualification of the bidder: The bidder shall provide qualification information which shall include:-
  - (a) Total monetary value of construction works performed for each year of the last 3 years with proofs.
  - (b) Income tax clearance certificate from the concerned IT circle for last 3 years;
  - (c) Report on his financial standing; and
  - (d) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.
- 3. To qualify for award of the contract the bidder:
  - (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 500,000 in the last three years;
  - (b) should possess valid electrical license for executing building electrification works (in the event of the works being sub contracted, the sub-contractor should have the necessary license);
  - (c) should possess required valid license for executing the water supply/sanitary works (in the event of the works being sub-contracted, the sub-contractor should have the necessary license);

## 4. Bid Price

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- d) The rates should be quoted in Indian Rupees only.

## 5. Submission of Quotations

- **5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the quotation.
- 5.2 Each bidder shall submit only one quotation.
- 5.3 The quotation submitted by the bidder shall comprise the following:-
  - (a) Quotation in the format given in Section **B**.
  - (b) Signed Bill of Quantities; and
  - (c) Qualification information form given in Section B duly completed and duly signed.
  - (d) Registration copy of the contractor.
- 5.4 The bidder shall seal the quotation in an envelope addressed to the The Principal Government College Of Engineering, Railway Station Road, Osmanpura Aurangabad, Maharashtra, India 431005 (Purchaser). The envelope will also bear the following identification:-
  - Quotation for **GECA\_REFURB\_6\_REV** (Name of the Contract)
  - Do not open before **16:00** on **10/09/2014** (time and date of quotation opening).
- **5.5** Quotations must be received in the office of the **Government College of Engineering, Aurangabad** (Employer) not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, quotations shall be received up to the appointed time on the next working day.
- **1.6** Any quotation received by the **Government College of Engineering, Aurangabad**, (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

## 6. Validity of Quotation

Quotation shall remain valid for a period not less than 55 days after the deadline date specified for submission.

7. **Opening of Quotations** 

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

8. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

## 9. Evaluation of Quotations

The Employer will evaluate and compare the quotations determined to be substantially responsive i.e. which

- (a) meet the qualification criteria specified in clause 3 above;
- (b) are properly signed ; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

## 10. Award of contract

The Employer will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

- **10.1** Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- **10.2** The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.

## 11. Performance Security

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **Government College of Engineering, Aurangabad** (Employer) the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12.

## 12. Period of Maintenance:

The "Period of Maintenance" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During the period of maintenance, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

13. Purchase of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available), testing of concrete material, concrete cube testing for each batch of concreting (as per relevant IS code) shall be the responsibility of the contractor.

## SECTION - B

- 1. Format for Qualification Information.
- 2. Format for Submission of Quotation.
- **3.** Format of Letter of Acceptance.

## QUALIFICATION INFORMATION (Note: DULY SIGNED BY CONTRACTOR)

## 1 For Individual Bidders

1.1	Principal place of business:		
	Power of attorney of signatory of Quotation. <i>[Attach copy]</i>		
1.2	Total value of Civil Engineering	2011-2012	
	construction work performed in the last	2012-2013	
	three years (in Rs. Lakhs)	2013-2014	

**1.3** Work performed as prime contractor (in the same name) on works of a similar nature over the last three years. The certificate issued by concerned department duly signed by competent authority shall be attached as a proof.

Project Name	Name of Employer	Descripti on of work	Cont ract No.	Value of contract (Rs. Lakhs)	Date of issue of work order	Stipulated period of comple- tion	Actual date of comple- tion	Remarks explaining reasons for delay and work completed

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works* remaining to be completed (Rs. Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

\* Enclose a certificate from Engineer concerned.

**1.4** Proposed subcontracts and firms involved.

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

- **1.5** Evidence of access to financial resources to meet the requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- **1.6** Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- **1.7** Information on litigation history in which the Bidder is involved.

Other party (ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

Description of the Works:

To:

\*

Subject : Construction as detailed in package GECA\_REFURB\_6\_REV of Minor Civile Work, TEQIP-II, Govt. College of Engineering, Aurangabad [Providing foundation and concrete flooring for loading frame, and casting yard etc. for Applied Mechanics Dept.; Repair and Refurbishment of sanitary systems in AMD, EEP and E&TC Dept of Govt. College of Engineering, Aurangabad, as per specifications detailed in "section A".]

.....

Reference : Letter No......dated.....from....

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at ........ percentage above / below the estimated rates, i.e., for a total Contract Price of Rs.\*\* \_\_\_\_\_ [in figures]
Rs. \_\_\_\_\_ [in words].

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

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

We hereby confirm that this quotation is valid for **55** days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,		
Authorized Signature	:	Date:
Name & Title of Signatory: Name of Bidder	:	
Address	:	

\* To be filled in by the Employer before issue of the Letter of Invitation.

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

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

## (LETTERHEAD OF THE EMPLOYER)

Dated :

	[Name and address of the Contractor]
To :	
Dear Sirs,	

This is to notify you that your Quotation dated \_\_\_\_\_\_ for execution of the \_\_\_\_\_\_ for execution of the \_\_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_\_ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of ......(Employer) shall be valid till the expiry of the period of maintenance i.e. upto . Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than under the instructions of the Engineer, \_\_\_\_\_\_ and ensure its completion within the contract period.

With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

Yours faithfully,

Authorized Signature Name and title of Signatory

## Draft Agreement form for Construction through National Shopping

## **ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement	on day month	
2014, between the	(Employer) or his authorized representative (herein	after
referred to as the first party) and	_ (Name of the Contractor), S/O resi	ident
of (hereinafter referred to as the	second party), to execute the work of construction	n of
(hereinafter referred to as	works) on the following terms and conditions.	

#### 2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is Rs. \_\_\_\_\_ as reflected in Annexure - A.

#### **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:-

After Satisfactory completion of 50% of work :	50 % of total cost
After Satisfactory completion of 100% of work :	50 % of total cost

- **3.2** Payments at each stage will be made by the first party:
- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice by the engineer nominated by the first party with respect to quality of works in the format in Annexure B; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.-(**Not applicable**)

#### 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 <u>90</u> (months/weeks/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. **(a)** 0.01% of the contract value of the works 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 10% of the contract amount.

# (Note : The amount of liquidated damages per day should be determined at 0.01 % 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

## 9.1 The second party shall :

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works ;
- c) regularly supervise and monitor the progress of work ;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification :
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party; and
- i) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).

## 10. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- **b)** If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

## 11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

## 12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
  - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
  - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
    - (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
    - (d) the Contractor does not maintain a security which is required;
- 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

SI. No.	Description of Work	Qty.	Unit	U	d Cost Per nit Rs.)	Amount
				In figure	In Words	
	PART-I: Foundation, flooring for loading frame and casting yard for App. Mech. Dept, Excavation for repair of sanitation in E&TC:					
	<b>Item No.1Excavation in earth , soft murum</b> including the excavated material up to a distance of 50 m beyond the foundation/building stacking and spreading as directed	35.18	Cum			
	<b>Item No.2: Excavation in hard</b> <b>murum/boulder</b> including removing the excavated material up to a distance of 50 m beyond the foundation/building stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary backfilling, ramming, watering including shoring and strutting etc complete (lift up to 1.5 m)	39.49	Cum			
	<b>Item No.3: Soling:</b> Providing soling at footing trenches, plinth protection, flooring for loading frame and casting yard flooring, using 80 mm size trap metal in 15 cm layer including filling voids with sand/grit ramming, watering complete as directed by engineer in charge.	26.34	Cum			
	Item No.4: P. C.C (1:4:8): Providing and laying in situ cement concrete in 1:4:8 for bedding of footing trenches and casting yard of trap/granite/quartzite/gneiss metal including bailing out water, formwork, compacting, finishing if required and curing etc. complete.	5.36	Cum			
	Item No.5: R.C.C M20 for Paradi: Providing and laying in situ cement concrete M-20 of trap/granite/quartzite/gneiss metal for R.C.C. pardi of required thickness around the flooring at the loading frame including centering, formwork, compacting, finishing the formed surface with cm 1:3 of sufficient minimum thickness to give a smooth and even surface and curing etc. complete.	4.66	Cum			
	<b>Item No.6: C.C M20:</b> Providing and casting in situ cement concrete <b>M-20</b> of trap/granite/quartzite/gneiss metal <b>for footing</b> <b>and pedestal</b> (including 16 No. anchor bolt of	9.66	Cum			

dia. 20 mm as directed by engineer) ; loading frame flooring and casting yard and such other items at the loading frame including dewatering , formwork, compacting , finishing the exposed surfaces with sufficient minimum thickness of 1:3 cement plaster to give a smooth and even surface and curing etc. complete.				
<b>Item No.7: P. C.C (1:2:4):</b> Providing and laying in situ cement concrete M15/1:2:4 of trap/granite/quartzite/gneiss metal for <b>bedding</b> of <b>plinth protection</b> including dewatering, formwork, compacting, finishing if required and curing etc. complete.	4.54	Cum		
<b>Item No.8:</b> Providing and fixing in position TMT bar reinforcement (as per IS 1786-2008) of various diameters for reinforced cement concrete, footing, pedestal, pardi etc. as per detailed designs, drawings and schedules including cutting bending hooking the bars, binding with wires or tack welding and supporting as required complete.	1.055	МТ		
PART-III: Repair and Refurbishment of Sanitary systems in AMD, EEP, E&TC departments:				
Item No.9: Flooring Tiles: Providing and fixing antiskid ceramic tiles of approved quality (Kajaria/Nitco/Asian etc. or equivalent), colour and 7 mm thick of approved size for flooring in required position laid on a bed of 1:4 cement mortar including cement float, filling with white/ colour cement slurry cleaning, curing etc complete spec. No. as directed by engineer- in- charge.	22.46	Sqm.		
<b>Item No.10: Dado Tiles:</b> Providing and fixing <b>ceramic tiles (joint free)</b> of approved colour and quality such as Kajaria /Nitco/ Asian or equivalent, and 7 mm thick of size 300 x450 mm for dado in required position with readymade adhesive mortar of approved quality on plaster of 1:2 cement mortar including cement float, filling with white/ colour cement slurry cleaning, curing etc complete spec. No. as directed by engineer- in- charge.	67.32	Sqm.		

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Item No.11: Door Jams and Urinal flooring: Providing and laying machine cut polished telephonic black granite stone 20 to 25 mm thick for treads and risers of steps and stair case, in one piece in required width with rounded nosing for the treads on bed of 1:4 in C.M. including cement filling joints with net cement slurry, curing, polishing, and cleaning complete spec. No. as directed by engineer- in-charge. corner	14.5	Sqm.	
Item No.12: W.C.Pan: Providing and fixing Anglo Indian type white glazed earthenware water closet pan 510 mm x 460 mm and 300 mm height with polished TW Mahogany /PVC seat and lid with chromium plated brass hinges and rubber buffer including cast iron soil and vent pipes up to the outside face of the wall and 100 mm diameter CI plug bend , inlet pipe with stop tap, 40 mm diameter enameled porcelain bends and rubber 20 mm diameter PVC overflow pipe with special and mosquito proof coupling, chromium plated working handle, painting of the exposed pipes and cutting and making good walls and floors.	02	No.	
Item No.13: Urinals: Providig and fixing white glazed earthenware half stall type large size urinals without cistern including lead soil pipe lead trap and soil pipe connection upto face of wall complete, spec. No. as directed by Engineer-in-charge.	06	No.	
Item No.14: Fibre Doors: Providing and fixing in position fiber reinforced plastic door shutter 30 mm thick of approved size and colour with gel coat and pigment on both side with 1.50 mm to 3.00 mm thick FRP coating over face of door shutter and 1.50 mm to 2.00 mm thick FRP coating around top and side surface at edges as additional reinforcement, the foam material used for shutter, rails, and styles shall be resisted to mild acid and alkali with density of 35 kg/cum of polyurethane in situ	02	No.	

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	foat including wood at appropriate places to take up fixtures conforming to IS 4020-1988 with necessary fixtures and fastenings etc complete. Spec. No. as directed by Engineer- in-incharge.			
	Item No.15: Water Line GI Pipes: 25 mm medium grade: Providing and laying in trenches/ on walls 25 mm dia having embossed as ISI Mark galvanized iron pipes with screwed, sockets, joints and necessary galvanized iron fittings such as socket back nuts, elbow, bends, tees, reducers, enlarger, plugs, clamps etc. including necessary drilling holes in walls, slabs etc. and remaking good the demolished portion to restore the same in original condition neatly and applying anti corrosive primer oil paint and two coats of oil painting complete.	15.66	Rmt.	
	<b>Item No.16: Half Turn Valve 25 mm:</b> Providing and fixing half turn valve 25 mm diameter chromium plated with brass metal etc complete.	04	No.	
	<b>Item No.17: 15 mm dia Tap:</b> Providing and fixing screw down15mm dia meter wheeled stop tap of brass including necessary sockets/ union nut complete ( conforming to IS:781),	04	No.	
	<b>Item No.18: Water proofing of Flooring:</b> Providing water proof beding for flooring of bath and WC 25 mm thick in C.M 1:3 including using 1 kg of water proof compound per bag of cement including leveling curing etc. complete. spec. No. as directed by Engineer-in-charge	3.20	Sqm.	
	<b>Item No.19: Wash Hand Basin:</b> Providing and fixing white glazed earthenware wash hand basin of 55 cm x 40 cm size including single cold water pilartap/brackets, rubber plugs and brass chain , stop, tap and necessary PVC pipe and bottle trap up to the outside face of the wall.	02	No.	
	Item No.20: Granite Basin Top & Supports:	2.55	Sqm.	
	Providing and laying machine cut			

1.1.1.1	1 1 1 1 1				
stone 20 to25 risers of steps piece in requir nosing for the C.M. includin with net ceme curing,polishi	ng, and cleaning c. No. as directed by				
Item No 21 · Int	ernal Plaster to AMD	104.12	C		
sanitary Block: Providing inte in two coats in without neeru or stone surfac	ernal plaster 25 mm thick n cement mortar 1:4 finish, to concrete, brick ce , in allb positions folding and curing	104.13	Sqm.		
Providing and fix water pipes SWF with lugs includi necessary grating	<b>A Water drainage:</b> king 75 mm diameter rain k or other approved make ng rain water recess with g and fittings such as bends, and painting with oil paint	10.00	Rmt.		
Providing and fiz connection chloride (UPVC) seal Nahani Trap conforming to IS of PVC pipes of up to outside fac joints water tight socketed packin and durable wate holes in masonry with cement mon complete. As dir i) 75	ani Traps(PVC) king floor trap unplasticized polyvinyl ultra violet stabilized deep including PVC grating 4985, rubber plug and piece suitable diameter and length e of wall and making all with providing rubber g and sealing with suitable er tight resigns and making t/concrete, redoing the same tar 1:4 and curing etc ected by Engineer-in-charge. mm diameter Nahani Trap	01 04	No. No.		
polyvinyl chlorid stabilized <b>160 m</b> conforming to IS required gradient charge including	ying in position unplasticized le (UPVC) ultra violet <b>m outer diameter SWR pipe</b> 4985 for waste/ soil in t as directed by Engineer-in- all junctions, making all with rubber ring and solvent	10.00	Rmt.		

cement etc. complete (excluding excavation and backfilling) Item No.25: Providing and laying in position unplasticized polyvinyl chloride (UPVC) ultra violet stabilized 110 mm outer diameter conforming to IS 4985 for waste/ soil including necessary fitting such as PVC grating bends with door tee with door single junction, with door double junction , with door PVC clamps Nails, rubber ring and making all connection water tight with solvent cement and testing, boring holes in masonry/ concrete and redoing the same in cement mortar 1:4 curing etc. complete.	10.00	Rmt.
Item No.26: Providing and fixing 15 cm x 10 cm salt glazed stoneware gully trap in cement concrete 1:4:8 outside the building including cast iron grating in the sink, connecting glazed stoneware pipe, brick masonry chamber with cast iron lid and cast iron grating for the gully trap.	04	No.
Item No.27: Providing and laying 150 mm dia. Salt glazed stoneware pipe including fittings such as bends, tees, single junction, double junction laying, jointing (excluding excavation and refilling the trenches) complete.	15.00	Rmt.

## Gross Total Cost: Rs. -----

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

**Signature of Contractor** 

## Format of certificate

Certified that the works up to ------ 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