

SECTION - B

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

QUALIFICATION INFORMATION

1 For Individual Bidders

1.1 Principal place of business: _____

Power of attorney of signatory of Quotation.
[Attach copy]

1.2 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)

| | | |
|--|------|--|
| | 19__ | |
| | 19__ | |
| | 19__ | |

1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

| Project Name | Name of Employer | Description of work | Contract No. | Value of contract (Rs. Lakhs) | Date of issue of work order | Stipulated period of completion | Actual date of completion | 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 |
|--------------------------|-----------------|-------------------------|------------------------|---------------------------------------|
| | | | | |

QUOTATION

*

Description of the Works:

To:

Subject : Construction of
.....

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 45 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 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 _____ 199 ____, between the _____ (Employer) or his authorized representative (hereinafter referred to as the first party) and _____ (Name of the Contractor), S/O _____ resident of _____ (hereinafter referred to as the second party), to execute the work of construction 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:-

| | | |
|--|---|-----------------------|
| on Completing 25% Works | : | 25% of total cost |
| On reaching plinth level (first stage) | : | 25% of the total cost |
| On reaching lintel level (second stage) | : | 25% of the total cost |
| On reaching roof level (third stage) | : | 15% of the total cost |
| Plastering and completion of whole work (fourth stage) | : | 10% of the total cost |

(The above has been drafted for construction of school buildings; modify this suitably for other works)

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 - B; 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 _____ (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 :

- 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.* 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 0.07 % 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

| Sl. No. | Description of Work | Qty. | Unit | Estimated Cost (Rs.) | | Amount |
|---------|---------------------|------|------|----------------------|----------|--------|
| | | | | In figure | In Words | |
| | | | | | | |

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

SHIVAJI UNIVERSITY, KOLHAPUR.

Name of Work : Laboratory Renovation of Dept. of Technology, Shivaji University Kolhapur.

| Sr. No | ITEM | QTY. | UNIT | RATE | AMOUNT |
|---------------|---|-------------|-------------|-------------|---------------|
| 1 | Providing and fixing of wooden stage in 2" X 2" teak wood frame for top, bottom and vertical supports and 30 mm thk commercial blockboard fixed on top and front covered with approved make wollen loop pile carpet 5mm thk. with nylon backing all necessary fitting and fixtures as per design, etc.complete. | 544.00 | Sq.Ft. | 266.88 | 145182.84 |
| 2 | Providing & fixing shutters for Storage space below window in 3"x1.5" T.W. Framing and 19 mm thk. Comm. Plywood for shutters with 1mm thk mica finished and french polish on all other area except laminated area as per design with all necessary fittings, fixtures etc. complete. | 734.75 | Sq.Ft. | 263.00 | 193239.25 |
| 3 | Providing and fixing wooden Podium in 19mm thk. Plywood for top, side, front with laminate finish and french polish on inner surfaces, with 12mm thk. Float glass with itchingas per design with all necessary fittings and fixtures etc. complete. (Refer Dwg.- 3). | 9.00 | No. | 7100.00 | 63900.00 |
| 4 | Providing and fixing of 25mm dia. Powder coated Aluminum rod for fixing of curtains as directed etc. complete. (Basic rate- Rs.35/-per Rmt.) | 533.13 | RMt. | 50.00 | 26656.56 |
| 5 | Providing and fixing of powder coated M.S. end and middle brackets/sockets for fixing of curtain rods etc. complete. (Basic rate- Rs.60/-per no.) | 174.00 | Nos. | 88.00 | 15312.00 |
| 6 | Providing and fixing of Fur Jaquard fabric eyelet curtains with lining cloth (width 48inches) of approved make and shade as directed etc. complete. (Length - 2.10 mtrs.) (Basic rates- Curtain cloth- Rs. 110/- per mtr. Lining cloth - Rs. 50/- per mtr.) | 237.00 | Nos. | 595.98 | 141247.26 |
| 7 | Providing and laying polished Kotah stone flooring 25mm to 30mm thick in required width in plain/diamond pattern on a bed of 1:6 cement mortar including cement float, filling joints with neat cement slurry, curing, polishing and cleaning complete. Spec. No.: Bd.M.3, Page No. 380 | 10.00 | Sq.M. | 834.51 | 8345.08 |
| 8 | Providing internal cement plaster 20mm. thick in two coats in cement mortar 1:5 without neeru finish, to concrete, brick surface, in all positions including scaffolding & curing complete. Spec. No.: Bd.L.4, Page No. 368 | 5.00 | Sq. M. | 289.41 | 1447.06 |
| 9 | Providing and fixing mild steel grill work for windows, ventilators etc. 15 Kg/ Sq.M. as per drawing including fixtures, necessary welding and painting with one coat of anticorrosive paint and two coats of oil painting complete. | 200.00 | Sq.M. | 1035.30 | 207060.00 |

| Sr. No | ITEM | QTY. | UNIT | RATE | AMOUNT |
|---------------|---|-------------|-------------|-------------|--------------------|
| 10 | Providing & fixing in position anodised extruded aluminium partitions, partly glazed and partly laminated tubular section of size 40mm x 60mm with 12mm thick three layered flat pressed teak wood particle board bonded with BWP exterior grade phenol formaldehyde synthetic resin conforming to IS 12823-1990, laminated on both sides, novateak or equivalent and 5mm thick selected quality plain/float glass panels fixed with aluminium glass clips 12mm x 12mm and rubber cushioning beading to glass partitions as per approved drawing etc. complete Spec.: As directed by Engineer incharge. | 50 | SqMt. | 2352.00 | 117600.00 |
| | TOTAL | | Rs | | 919990.04 |
| | Say | | Rs. | | 9,20,000.00 |

i.e. Rs. Nine Lakh, Twenty Thousand only/-.