



**BAIF DEVELOPMENT RESEARCH FOUNDATION**

**BAIF BHAVAN DR MANIBHAI DESAI NAGAR, WARJE, PUNE-411058**

**Tel.: 020 25231661**

**INVITATION FOR QUOTATION FOR INSTALLATION OF RCC PRECAST PANEL  
BASED HOUSEHOLD LEVEL TOILET SYSTEM**

(Notice date 12<sup>th</sup> Nov, 2016)

BAIF Development Research Foundation invites bids for construction of works detailed in the table below. All interested bidders may submit their bids for full quantity of work as mentioned in table.

| <b>Title of work</b>   | <b>Brief description of the works</b>   | <b>Scope of work</b>   | <b>Quantity</b> | <b>Bid Security (Rs.)</b> | <b>Period of Completion</b>         |
|--|---|--|-----------------|---------------------------|-------------------------------------|
| Installation of RCC precast panel based complete household level toilet system | Installation of RCC precast panel based complete household level toilet system in some villages around Urulikanchan, Pune.<br><br>Installation of complete toilet system with all accessories.<br><br>Details of works and scope are given in BoQ | Installation of complete toilet system<br><br>- On-site assembly/joining/ fitting of precast panels, slabs, septic tank, water supply, accessories etc<br><br>- On-site excavation for foundation and septic tank<br><br>- On-site foundation laying | 500 units       | 2% of quoted price        | 100 units per month till March 2017 |

**About the project:** As an aim to improve health status and living standards of the community in cluster of villages around Uruikanchan. It is intended to provide IHHL (Individual House-Hold Level) toilets to all families deprived of them in Urulikanchan and villages around. The toilets intended shall be fully equipped with all accessories, for example water supply and septic tank system, as given in detail in Bill of Quantities in Annexure B.

To assist you in the preparation of your quotation, we are enclosing the following:



1. Layout Drawings of the works (as pdf separately attached in the link)
2. Detailed Bill of Quantities (In Annexure B)
3. Instructions to Bidders (In Annexure A)
4. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract

The bidders may submit bids for full quantity of works indicated above. Bidding documents and all related information may be obtained from the office of BAIF Development Research Foundation, Warje, Pune at a non-refundable processing fee of Rs. 1000 in the form of demand draft from any nationalized bank in favor of BAIF Development Research Foundation, Warje, Pune. The information may also be accessed online. Detailed address for communication is given at bottom.

This document contains general instructions to all interested bidders and general information regarding the works and tender process. Interested bidders are requested to strictly adhere to the formats given for their filing of submission and all documented communication. You are requested to provide your offer latest by **1400 hours on 23<sup>rd</sup> Nov, 2016**.

We look forward to receiving your quotations and thank you for your interest in this project.

Authorized signatory

**BAIF DEVELOPMENT RESEARCH FOUNDATION**

**BAIF BHAVAN, DR MANIBHAI DESAI NAGAR**

**WARJE, PUNE-411058, MAHARASHTRA**

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## Annexure A

### GENERAL INSTRUCTIONS

#### 1. Summary of works

| Brief description of works and scope  | Period of completion                       | Location   |
|---|--|--|
| Installation of RCC precast panel based complete household level toilet system in some villages around Urulikanchan, Pune.<br>Installation of complete toilet system<br><b>Scope:</b><br>:On-site assembly / joining / fitting of pre-cast panels, slabs, septic tank, water tank & accessories<br>:On-site excavation for foundation & septic tank<br>:On-site foundation laying<br>:Rectifying any defects within maintenance period as mentioned in Clause 8 of Section A. | <b>100 units per month till March 2017</b> | <b>Villages around 10-12 km radius around Urulikanchan, Pune</b> |

#### 2. Qualification criteria

- Bidder must have valid sales tax registration and shall submit copies of VAT TIN registration and sales tax registration along with quotations.
- Bidder must have an annual turnover of at least Rs 25 lakhs.

#### 3. Quotation

- Bidder must have valid sales service tax registration and shall submit copies of VAT TIN registration and sales service tax registration along with quotations.
- The contract shall be for full quantity mentioned in the table given below covering all specifications and scope of works. Corrections, if any, shall be made by crossing out, initialing, dating and re-writing.
- The bidder must submit a copy of last years' balance sheet along with the quotation.
- The bidder must strictly adhere to formats and requirements for quantities and scope of works mentioned in Bill of Quantities in Annexure B. Offers not conforming to the formats and requirements are liable to be rejected.



- e. Final price offered should include all duties, taxes, transport, transit insurance, installation, commissioning etc. Price break-up into above heads giving rates & resultant amount needs to be shown as per format for quotation shared by BAI as given in Annexure B. Those not applicable shall be stated. Form C shall not be provided by BAI.
- f. The rates quoted in the offer shall remain fixed for the duration of the contract and shall not be subject to any adjustment on any account.
- g. Delivery and transportation shall be at bidders' cost.
- h. The prices shall be quoted in Indian rupees only.

#### **4. Submission of quotations**

- a. Bidder is advised to visit the site of works at their own expense and obtain all information that may be necessary for preparing the quotation.
- b. Each bidder shall submit only one quotation.
- c. Quotation submitted shall have
  - i. Quotation in the given format
  - ii. Signed bill of quantities
  - iii. Copy of VAT TIN registration
  - iv. Copy of PAN card
  - v. Copy of sales/ service tax registration
  - vi. Copy of recent works undertaken
  - vii. Processing fee DD of Rs. 1000
  - viii. Bid security DD of amount equivalent to 2% of quoted price
- d. Quotations must be received before 23<sup>rd</sup> November, 2016, 1400 hours. Quotations received any later shall be rejected and returned to the party submitting it there and then without opening.
- e. For the facilitation and clearing of queries regarding the tender and submission, a pre bid meeting shall be held on 16<sup>th</sup> of November, 2016.
- f. The submission is to be made in three envelopes. The contents of each are listed below.

***I. Envelope 1: To be Titled as "Techno commercial offer" mentioning name, address and contact of bidder***

- Techno commercial offer as given in Annexure C
- Copy of VAT and CST registration
- Copy of PAN card
- Copy of service tax registration



- Copy of recent works undertaken
- Processing fee DD of Rs. 1000
- Pictures of RCC/ similar toilets previously built, with construction date
- Financial documents: Balance sheet of last financial year

**II. Envelope 2: To be Titled as “Financial offer” mentioning name, address and contact of bidder**

- Financial offer as given in Annexure B
- Bid security amount in form of DD, equivalent to 2% of the bidding amount

**III. Envelope 3: To be Titled as “Bid processing fee” mentioning name, address and contact of bidder**

- Bid processing fee of Rs 1000 in form of DD
- Envelope 1 and Envelope 2 must be perfectly sealed. Envelopes not sealed shall not be accepted. Envelope 3 containing bid processing fee shall not be sealed.

**5. Validity of offer**

Offer shall remain valid for a period not less than 150 days from the deadline of submission of quotations.

**6. Evaluation of bids**

- a. Bids that are duly signed and fully comply to the qualifying criteria, formats mentioned, conform to all terms and conditions and are accompanied with demand drafts for processing fee and performance security shall be considered for evaluation.
- b. BAIF will evaluate and compare the offers determined to be substantially responsive i.e. which are properly signed and conform to the terms & conditions, format, specifications & scope.
- c. The evaluation would be done for all the goods/ services put together. The items for which no rates have been quoted would be treated as zero and the total amount would be computed accordingly. The final price offered will be taken into consideration.
- d. Two-bid evaluation system shall be followed.



## **7. Award of contract**

Contact will be awarded to the bidder/s whose offer/s has/ have been found to be substantially responsive and who have offered the least price while strictly conforming to the specifications and scope of the terms and conditions mentioned in this tender document. Client/ User shall notify the bidder/ s whose offer has been accepted for award of contract before the expiration of offer validity period. Terms of the accepted offer shall be incorporated in the purchase order/ work order.

- a. Notwithstanding the above, the Client reserves the right to accept or reject any or all quotations and to cancel the process and reject all quotations at any time prior to the award of contract.
- b. More than one bidder can be awarded the contract for proportions of works in different locations as found suitable for the project if they agree to offer the same as the least price offered in bidding.
- c. Contract given to any bidder shall anytime be terminated if the quality of material delivered, scope and specifications of material and works done are not found to be satisfactory. Payment for amount of works done till date in such case shall be released in favor of the concerned bidder upon satisfactory inspection by Client/ User.
- d. The installation of toilets would be spread across multiple villages around Urulikanchan area. Multiple POs/ WOs can and shall be released for the amount of works required at a time and at a single location. Payment terms would be mentioned in the PO/ WO released. Bidder/ s would have to submit work completion report to Client and only upon thorough inspection of works would the payment be released for amount of works mentioned in the report. Bidders are requested to give the work completion report only in the format attached in **Annexure E**.

## **8. Performance security**

The successful bidder/s shall be notified accordingly. The bid security submitted by successful bidder/s shall be kept with BAIF as performance security deposit till the expiry of period of maintenance as mentioned in Clause 9 and shall be returned to the bidder/s only after complete and proper rectification of any and all defects or deviations in the works identified by party inspecting the works during the period of maintenance.



## **9. Period of maintenance**

The period of maintenance for the works is six months from the date of submission of work completion report for full quantity of works. If the Client/ User finds any defects or some deviations in the specifications and scope mentioned in this document, the bidder awarded the contract is liable for rectifying such cases free of cost to the Client/ User. The performance security shall only be returned on completion of period of maintenance and all such discovered defects rectified by bidder/s, and upon satisfactory certification from BAIF appointed party/ person.





**Annexure B**  
**QUOTATION FORMAT**

Description of works: Installation of RCC precast panel based complete household level toilet system

To

**BAIF Development Research Foundation, Warje, Pune-411058**

Subject: Quotation for full works for “Installation of RCC precast panel based complete household level toilet system”

Reference: Open tender invitation for quotation for “Installation of RCC precast panel based complete household level toilet system”,

Dear Sir/ Madam,

We offer to execute the Works described in your letter referred above in accordance with terms and conditions of contract enclosed herewith at a total contract price of,

Rupees \_\_\_\_\_ [in figures]

Rupees \_\_\_\_\_ [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 presented all information true to the best of our knowledge and not hidden any conspicuous fact, and that we do not hold any blacklisting against our name from any of the organizations we have worked for in the past. We shall comply with all terms and conditions mentioned in this document and agree to all terms mentioned in the draft agreement of contract.

We hereby conform that this offer shall remain valid for 90 days from the deadline of submission of quotation.

Yours faithfully,

Name and title of signatory:

Name and address of bidder:

Date:



## Annexure B (contd.)

### Quotation summary statement

| <b>Project</b>   | <b>Installation of RCC precast panel based complete household level toilet system</b>  |             |        |
|--|--|-------------|--------|
| <b>Owner/ Client: BAIF Development Research Foundation, Warje, Pune</b>  |  |             |        |
| <b>Summary statement</b>   |  |             |        |
| Sr. no.  | Particulars  | Units       | Amount |
| 1  | <p><b>Item description:</b> Installation of RCC precast panel based complete household toilet system in villages around Urulikanchan, Pune</p> <p><b>Scope:</b><br/>           :On-site assembly / joining / fitting of pre-cast panels, slabs, septic tank, water tank &amp; accessories<br/>           :On-site excavation for foundation &amp; septic tank<br/>           :On-site foundation laying<br/>           :Rectifying any defects within maintenance period</p> <p><b>Quantity:</b> 500 units</p> |             | _____  |
| 2  | Basic unit price   | Rs          |        |
| 3  | Quantity   | 500<br>Nos. |        |
| 3  | Basic price for quantity offered   | Rs.         |        |
| 4  | Add VAT (___ %)  | Rs          |        |
| 5  | Add ST (___ %)   | Rs          |        |
| 6  | Add other costs  | Rs          |        |
| 7  | Discounts ( if any)  | Rs          |        |
| 8  | Final price offered for the quantity mentioned   | Rs          |        |
| 9  | Offered price in words: Rupees,  |             |        |
| We agree to execute works mentioned above at the given price in accordance to all specifications and scope complying to all terms and conditions mentioned |  |             |        |
| Authorized signatory   |  |             |        |
| Name and title of signatory  |  |             |        |
| Name and address of bidder   |  |             |        |
| Date   |  |             |        |



**Annexure B (contd.)**

**Detailed Bill of Quantities (per toilet unit); to be duly filled and given as “Financial offer”**

**To**  
**BAIF Development Research Foundation, Warje, Pune.**

**Date:**

| Sr. No.  | Description of Items and Specifications & Scope   | Qty.        | Unit       | Agree/ Does not agree | Rates per unit<br>Rs | Final offered price<br>Rs | Remarks |
|----------|---|-------------|------------|-----------------------|----------------------|---------------------------|---------|
|          | <b>Construction and Installation of modular RCC panels based toilet system Complete for Household</b>   | -           | -          | -                     | -                    | -                         |         |
| <b>1</b> | Modular toilet block with pre-cast RCC wall panels of M-20 grade 35 mm thick pre-cast slabs including reinforcement, casting, transportation and installation | -           | -          |                       | -                    | -                         |         |
|          | Internal floor area of min 10.5 sq ft (approx), min 6 ft height from floor to roof  | -           | -          |                       | -                    | -                         |         |
|          | Approx quantity of work   | <b>9.50</b> | <b>sqm</b> |                       |                      |                           |         |
| <b>2</b> | Excavation for foundation and laying septic tank in all sort of soil  | -           | -          |                       | -                    | -                         |         |
|          | For erection of toilet block  | <b>0.37</b> | -          |                       | -                    | -                         |         |
|          | For installation of septic tank   | <b>2.50</b> | -          |                       | -                    | -                         |         |
|          | Approx excavation required  | <b>3.00</b> | <b>cum</b> |                       |                      |                           |         |
| <b>3</b> | Providing PCC in M-20 for foundation 100 mm thick   | -           | -          |                       | -                    | -                         |         |
|          | Approx quantity for erection of toilet block  | <b>1.11</b> | <b>sqm</b> |                       |                      |                           |         |
| <b>4</b> | Providing and fixing Orissa pattern WC pan without flushing tank with connection upto septic tank   | <b>1.00</b> | <b>no</b>  |                       |                      |                           |         |
| <b>5</b> | RCC pre cast septic tank (700 liters capacity) including transportation and installation (with all necessary pipe connection)                                 | <b>1.00</b> | <b>no</b>  |                       |                      |                           |         |



|           |   |              |            |  |   |   |  |
|-----------|---|--------------|------------|--|---|---|--|
|           | Providing ceramic tiles flooring and skirting (creamy white color)  | -            | -          |  | - | - |  |
|           | Approx  | <b>1.02</b>  | <b>sqm</b> |  |   |   |  |
| <b>7</b>  | Providing and fixing 100 mm dia (SWR) PVC soil pipe including bend etc.   | <b>2.50</b>  | <b>rmt</b> |  |   |   |  |
| <b>8</b>  | Providing and fixing 75 mm dia PVC vent pipe with cap   | <b>2.50</b>  | <b>rmt</b> |  |   |   |  |
| <b>9</b>  | Providing bedding around WC pan and flooring in brick-bats with concrete finish (M-10) of 50 mm thickness   | -            | -          |  | - | - |  |
|           | Approx flooring   | <b>1.10</b>  | <b>sqm</b> |  |   |   |  |
| <b>10</b> | Providing and fixing cement fibre sheet (10 mm thick) door with necessary two sides' fixtures & fastening (Approx. size 0.60 m x 1.60 m) including oil paint in two coats. Paint color code; Asian Paints 0121(Phirozi) | -            | -          |  | - | - |  |
|           | Door  | <b>1.00</b>  | <b>sqm</b> |  |   |   |  |
| <b>11</b> | Providing and applying exterior emulsion paint in two coats on external walls, top slab, plinth covering all visible external surface (Color code; Asian Paints Alliance 1203, Ace)                                     | -            | -          |  | - | - |  |
|           | Approx  | <b>10.00</b> | <b>sqm</b> |  |   |   |  |
| <b>12</b> | Providing and applying Oil Bound Distemper paint in two coats (Color code; )  | -            | -          |  | - | - |  |
|           | Approx  | <b>9.50</b>  | <b>sqm</b> |  |   |   |  |
| <b>13</b> | Providing overhead water tank in HDPE make, UV crack resistant 200 liters   | <b>1.00</b>  | <b>no</b>  |  |   |   |  |
| <b>14</b> | Providing water supply piping (0.5 inch, UPVC) from ground level to overhead tank and from overhead tank to toilet tap including fitting, taps, valves, inlets and outlets as required with complete installation       | <b>1.00</b>  | <b>no</b>  |  |   |   |  |
| <b>15</b> | Providing PCC work in M-10 around plinth  | <b>0.50</b>  | <b>cum</b> |  |   |   |  |
| <b>16</b> | Ventilation with fixed louver on back wall (10"*6") with steel wired mesh of aperture size 1mm  | -            | -          |  |   |   |  |



|    |   |   |   |  |  |  |  |
|----|---|---|---|--|--|--|--|
| 17 | Project branding display (size 6"*5") in GI/Al sheet fixed/ riveted on side panel   | - | - |  |  |  |  |
| 18 | A small hanger with three hooks fixed on side wall  |   |   |  |  |  |  |
| 19 | Soap dish of steel fixed on side wall opposite to that of tap   |   |   |  |  |  |  |
| 20 | Steel bar handle (7 inches length, 2 inches diameter) at 2 feet height on the right hand side wall, with necessary fixing |   |   |  |  |  |  |
|    |   |   |   |  |  |  |  |
|    | <b>Total</b>  |   |   |  |  |  |  |
|    | <b>Discount @ %(if any)</b>   |   |   |  |  |  |  |
|    | <b>Net Cost</b>   |   |   |  |  |  |  |
|    | <b>Add Service Tax @</b>  |   |   |  |  |  |  |
|    | <b>Add VAT @</b>  |   |   |  |  |  |  |
|    | <b>Add any other costs Rs</b>   |   |   |  |  |  |  |
|    | <b>Grand Total</b>  |   |   |  |  |  |  |
|    | <b>Say Rs</b>   |   |   |  |  |  |  |
|    |   |   |   |  |  |  |  |
|    | <b>Additional optional items</b>  |   |   |  |  |  |  |
| 18 | <b>0.25 hp pump</b>   |   |   |  |  |  |  |
| 19 | <b>0.5 Watt LED solar lamp</b>  |   |   |  |  |  |  |

**Terms and conditions:**

1. Terms of payment: 95% after installation of each of 20 units and 5% after six months of work completion
2. Work completion; 100 units per month
3. Location: Urulikanchan cluster: villages around Urulikanchan area
4. Validity of quotation: 150 days



5. VAT registration no. (Enclose copy)
6. Service tax registration no. (Enclose copy)
7. Permanent Account Number (Enclose copy)



## Annexure C

### Detailed Bill of Quantities (per toilet unit); to be duly filled and given as “Techno commercial offer”

**To**  
**BAIFF Development Research Foundation, Warje, Pune.**

**Date:**

| Sr. No.  | Description of Items and Specifications & Scope   | Qty.         | Unit       | Agree/<br>Does not agree | Remarks |
|----------|---|--------------|------------|--------------------------|---------|
|          | <b>Construction and Installation of modular RCC panels based toilet system Complete for Household</b>   | -            | -          | -                        |         |
| <b>1</b> | Modular toilet block with pre-cast RCC wall panels of M-20 grade 35 mm thick pre-cast slabs including reinforcement, casting, transportation and installation | -            | -          |                          |         |
|          | Internal floor area of min 10.5 sq ft (approx), min 6 ft height from floor to roof  | -            | -          |                          |         |
|          | Approx quantity of work   | <b>10.50</b> | <b>sqm</b> |                          |         |
| <b>2</b> | Excavation for foundation and laying septic tank in all sort of soil  | -            | -          |                          |         |
|          | For erection of toilet block  | <b>0.6</b>   | -          |                          |         |
|          | For installation of septic tank   | <b>2.5</b>   | -          |                          |         |
|          | Approx excavation required  | <b>3.00</b>  | <b>cum</b> |                          |         |
| <b>3</b> | Providing PCC in M-20 for foundation 100 mm thick   | -            | -          |                          |         |
|          | Approx quantity for erection of toilet block  | <b>1.85</b>  | <b>sqm</b> |                          |         |
| <b>4</b> | Providing and fixing Orissa pattern WC pan without flushing tank with connection upto septic tank   | <b>1.00</b>  | <b>no</b>  |                          |         |
| <b>5</b> | RCC pre cast septic tank (700 liters capacity) including transportation and installation (with all necessary pipe connection)                                 | <b>1.00</b>  | <b>no</b>  |                          |         |
| <b>6</b> | Providing ceramic tiles flooring and skirting (creamy   | -            | -          |                          |         |



|           |  |              |            |  |  |
|-----------|--|--------------|------------|--|--|
|           | white color)   |              |            |  |  |
|           | Approx   | <b>1.02</b>  | <b>sqm</b> |  |  |
| <b>7</b>  | Providing and fixing 100 mm dia (SWR) PVC soil pipe including bend etc.  | <b>2.50</b>  | <b>rmt</b> |  |  |
| <b>8</b>  | Providing and fixing 75 mm dia PVC vent pipe with cap  | <b>2.50</b>  | <b>rmt</b> |  |  |
| <b>9</b>  | Providing bedding around WC pan and flooring in brick-bats with concrete finish (M-10) of 50 mm thickness  | -            | -          |  |  |
|           | Approx flooring  | <b>1.10</b>  | <b>sqm</b> |  |  |
| <b>10</b> | Providing and fixing cement fibre sheet (10 mm thick) door with necessary two sides' fixtures & fastening (Approx. size 0.60 m x 1.60 m) including oil paint in two coats. Paint color; Phirozi, Code; 0121; Asian Paints.   | -            | -          |  |  |
|           | Door   | <b>1.00</b>  | <b>sqm</b> |  |  |
| <b>11</b> | Providing and applying Asian Paints Ace Exterior Emulsion paint in two coats on external walls, top slab, and plinth covering all visible external surfaces.<br><br>Paint color; Alliance. Code 1203; Asian Paints Ace.<br><br>Paint color; Mystic Dream 7293; Asian Paints Apex on edges (as would be shown un photographs) | -            | -          |  |  |
|           | Approx   | <b>10.00</b> | <b>sqm</b> |  |  |
| <b>12</b> | Providing and applying Oil Bound Distemper paint in two coats.   | -            | -          |  |  |
|           | Approx   | <b>9.50</b>  | <b>sqm</b> |  |  |
| <b>13</b> | Providing overhead water tank in HDPE make, UV crack resistant 200 liters  | <b>1.00</b>  | <b>no</b>  |  |  |
| <b>14</b> | Providing water supply piping (0.5 inch, UPVC) from ground level to overhead tank and from overhead tank to toilet tap including fitting, taps, valves, inlets and outlets as required with complete installation  | <b>1.00</b>  | <b>no</b>  |  |  |
| <b>15</b> | Providing PCC work in M-10 around plinth (with cement paint coloring)<br><br>Paint color Saffron Smile; Code 7872.   | <b>0.50</b>  | <b>cum</b> |  |  |





|    |  |   |   |  |  |
|----|--|---|---|--|--|
| 16 | Ventilation with fixed louver on back wall (10"*6") with steel wired mesh of aperture size 1mm                   | - | - |  |  |
| 17 | Project branding display (size 6"*5") in GI/Al sheet fixed/ riveted on side panel (matter shall be shared later) | - | - |  |  |
| 18 | A small hanger with three hooks fixed on side wall   |   |   |  |  |
| 19 | Soap dish of steel fixed on side wall opposite to that of tap  |   |   |  |  |
| 20 | Steel bar handle (7 inches length, 2 inches diameter) at 2 feet height on the right hand side wall               |   |   |  |  |
|    |  |   |   |  |  |
|    | <b>Total</b>   |   |   |  |  |
|    | <b>Discount @ %(if any)</b>  |   |   |  |  |
|    | <b>Net Cost</b>  |   |   |  |  |
|    | <b>Add Service Tax @</b>   |   |   |  |  |
|    | <b>Add VAT @</b>   |   |   |  |  |
|    | <b>Add any other costs Rs</b>  |   |   |  |  |
|    | <b>Grand Total</b>   |   |   |  |  |
|    | <b>Say Rs</b>  |   |   |  |  |
|    | <b>Additional optional items</b>   |   |   |  |  |
| 18 | <b>0.25 hp pump and necessary connections</b>  |   |   |  |  |

**Terms and conditions:**

1. Terms of payment: 95% after installation of each of 20 units and 5% after six months of work completion
2. Work completion; 100 units per month till March 2017
3. Location: Urulikanchan cluster: villages around Urulikanchan area
4. Validity of quotation: 150 days
5. VAT registration no. (Enclose copy)
6. Service tax registration no. (Enclose copy)
7. Permanent Account Number (Enclose copy)



## Annexure D

### Draft Agreement form for contract

#### ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 2016, between the **BAIF Development Research Foundation, Warje, Pune** (hereafter referred to as “first party”) or his authorized representative and \_\_\_\_\_ (Name of the Contractor, hereafter referred to as “second party”), S/O \_\_\_\_\_ resident of \_\_\_\_\_, to execute the work of **Installation of RCC precast panel based household level toilet system** (hereafter referred to as works) for **BAIF Development Research Foundation, Warje, Pune** on the following terms and conditions.

#### 1. Cost of the Contract

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

#### 2. Payments under the contract:

Payments to the second party for the construction work will be released by the first party in the following manner:-

Payment after completion of each batch of 20 units shall be made:

- (a) On the second party submitting bills for each batch of 20 units completed;
- (b) On certification of the invoice by the engineer in charge nominated by the first party with respect to quality of works;

For each of the bills presented, 95% of the amount shall be released within 10 working days of presenting the bill. Remaining 5% shall be retained till the expiry of period of maintenance (i.e. six months from date of submission of work completion report for full quantity of works by the second party).

#### 3. Security Deposit:

2% of the quoted price shall be kept as performance security with first party, which shall be released after satisfactory work completion by second party and upon thorough inspection by first party.

#### 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 90 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 works 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 1 % of the contract amount given as performance security.

**(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**

- (a) 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.
- (b) The first party shall supply toilet drawings, specifications and guidelines to the second party for the proposed works.
- (c) Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- (d) 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.
- (e) 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 works. 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
- b) employ suitable skilled persons to carry out the works
- c) regularly supervise and monitor the progress of works
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding progress of works
- 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 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.



- d) Number of toilets given in scope is approximate and the numbers are likely to increase or decrease. However, the rates accepted in the Bill of Quantities shall be applicable in both cases.

## **11. Securities**

The Performance Security shall be provided to the Client 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 Client. The Performance Security shall be valid until a date 30 days from the date of issue of the Certificate of Completion for full quantity of works in the case of a Bank Guarantee.

## **12. Termination**

- 12.1 The Client may terminate the Contract if the second 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 Client 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 Client'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.



**Annexure E**  
**Format for Work completion report**

Certified that the works of installation of RCC precast panel based complete household level toilet system have been completed till the level of \_\_\_\_\_ units in below mentioned villages:

1. Village 1 name:    number of toilets
2. Village 2 name:    number of toilets
- ..... and so on

It is certified that the works completed are fully in accordance to the requirement of the Client.

Signature

Name and designation

Date

Office seal



## Annexure F

### Guidelines to bidders for filling Annexures for filing submission

1. Annexure B consists of three parts;
  - a. Quotation format  
That needs to be filled for full amount of price offered in figures and words for full quantity of works mentioned.
  - b. Summary statement  
That needs to be filled for unit price, applicable taxes per unit, eligible discounts, any other applicable charges and the final offered price for full quantity mentioned.
  - c. Bill of Quantities  
To be filled for the applicable rates for each item with per unit rates offered by the party.  
  
Annexure B contents are to be enclosed in Envelope 2 and properly sealed. This envelope shall be marked as “Financial Offer” Bidders are requested to fill unit rates for each of the component mentioned separately. Please do not fill the cells marked in hyphen.
2. Annexure C consists of the “Techno commercial offer”. Bidders are requested to read the quantities mentioned carefully and fill their remarks if they agree or do not agree to them, and reason for not agreeing, if any. Envelope 1 titled as “Techno commercial offer” shall contain Annexure C along with the documents mentioned.
  - Techno commercial offer as given in Annexure C
  - Copy of VAT and CST registration
  - Copy of PAN card
  - Copy of service tax registration
  - Copy of recent works undertaken
  - Processing fee DD of Rs. 1000
  - Pictures of RCC/ similar toilets previously built, with construction date
  - Financial documents: Balance sheet of last financial year





3. Annexure D consists of draft agreement. After being selected for contract, both parties shall enter into legal agreement, conditions of which are mentioned in Annexure D. Bidders are requested to read the terms and conditions carefully.
4. Annexure E contains format for work completion report. For each payment release, the selected party shall submit work completion report for certain amount of works that they want payment for. The Client shall make thorough inspection of the completed works and on satisfactory report submission payment for the said quantity shall be released.
5. Bidders are requested to attend the pre bid meeting for clearing any and all queries and doubts.
6. It is sincerely requested that only bidders who successfully fulfil the criteria for qualification submit their bidding.
7. Annexure G following this annexure contains of format for letter of acceptance that shall be provided to successful bidder on selection as acknowledgement and intimation from BAIF.
8. “Client” wherever mentioned in the entire document would mean BAIF.



**Annexure G**

**LETTER OF ACCEPTANCE  
CUM NOTICE TO PROCEED WITH THE WORK  
(LETTERHEAD OF THE CLIENT)**

Dated: \_\_\_\_\_

To: \_\_\_\_\_ [Name and address of the Contractor]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/ Madam,

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 2% 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 favor of .....(Client) 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**

