



IDP- PROJECT

UP PT. DEEN DAYAL UPADHYAYA PASHU CHIKITSA VIGYAN
VISHWAVIDYALAYA EVAM GO- ANUSANDHAN SANSTHAN, (DUVASU)
MATHURA



INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF CIVIL WORKS UNDER SHOPPING PROCEDURES

Letter No: 46 /IDP/DUVASU/2020

Date: 11 / 01 /2021

Reference No: IN-DUVASU-MATHURA-187866-CW-RFQ

To

- Notice Board, Administrative Building
- University Website

Dear Sirs,

Subject: INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF **RENOVATION AND TILING OF ONE HALL**

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

Brief Description of the work	Approximate value of works(Rs.)	Period of Completion
RENOVATION AND TILING OF ONE HALL (as per appendix-1)	12.30 Lakhs	2 months from notification of award of contract

2. Government of India has received a financing from the World Bank in various currencies towards the cost of the National Agricultural Higher Education Project (NAHEP) and intends to apply part of the proceeds of this Loan to eligible payments under the contract for which this invitation for quotations is issued.
3. The IDP-NAHEP Project in **Mathura, Uttar Pradesh** state is being implemented by Indian Council of Agricultural Research (ICAR), which is an autonomous society registered under the Societies Registration Act.
4. To assist you in the preparation of your quotation, we are enclosing the following:
 - i. Detailed Bill of Quantities, with estimated rates and prices;
 - ii. Instructions to Bidders (in two sections).

- iii. Draft Contract Agreement format which will be used for finalizing the agreement for thisContract.
- 5. You are requested to provide your offer latest by 05:00 PM Hrs.on24/01/2021.
- 6. Quotations will be opened in the presence of Bidders or their representatives who choose toattendat**11 AMon 25/01/2021**in theofficeof **Store Purchase officer, DUVASU , Mathura.**
- 7. We look forward to receiving your quotations and thank you for your interest in this project.

Principal Investigator
National Agriculture Higher education Project
IDP-PROJECT, DUVASU, MATHURA
Pin code: 281001, (U.P), INDIA



**Office of the Estate Officer
U.P. Pt.**

**DeenDayalUpadhyayPashuChikitsaVigyanVishwavidyalayaEvam Go-
AnsundhanSansthan, Mathura, U.P.-281001**

Name of The work: RENOVATION AND TILING OF ONE HALL

Rate based on Estimate has been prepared on UPPWD Schedule of Rates Agra 2019-20 and DSR 2018 and current market rates as per actual.

S. No.		Description	Qty. Language Lab	Unit	Rate.	Amount.
1	DSR	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead	28.68	Sqm	241.56	6927.94
2	DSR 8.6, 2018	Mirror polishing on marble work/Granite work/stone work where ever required to give high gloss finish complete.	152.52	Sqm	323.84	49392.08
3		Providing and fixing in position three track aluminum sliding window (Bombay Sliding Type) of extruded modular and anodized approved colour, shade and finish aluminum sections of Jindal or equivalent approved make and of size 92mmx31.75mmx1.6 mm thk for bottom and 92mmx31.75mmx1.6 mm thk. for top The shutter comprising of bearing bottom and top of size 48mmx20mmx1.30mm thk Interlocking section of size 50mmx29mmx 1.28mm thk. and hand sides of 50mm x 20mm x 1.50mm thk with 5 mm thick Clear plain glass of fixed in shutter including approved quality neoprene gasket, fixtures, fastenings and accessories like PVC taflon Approved Make, Stainless steel screws. complete as directed by Engineer-in-charge.	61.80	Sqm	4950.00	305910.00
4		Additional Shutter for mosquito net the shutter comprising of bearing bottom and top of size 48mmx20mmx1.30mm thk Interlocking section of size 50mmx29mmx 1.28mm thk. and hand sides of 50mm x 20mm x 1.50mmthk . Stainless steel Aries Net. U Channel 8mm X 8mm for Fixing Net	11.34	Sqm	3200.00	36288.00

5	DSR 21.4.1	Providing and fixing double action hydraulic floor spring of approved brand and manufacture conforming to IS : 6315, having brand logo embossed on the body / plate with double spring mechanism and door weight upto 125 kg, for doors, including cost of cutting floors, embedding in floors as required and making good the same matching to the existing floor finishing and cover plates with brass pivot and single piece M.S. sheet outer box with slide plate etc. complete as per the direction of Engineer-in-charge. With stainless steel cover plate minimum 1.25 mm thickness	2	Nos.	2123.00	4246.00
6		Providing and fixing stainless steel (Grade 304) window grill made of Hollow tubes, channels, plates etc., including welding, grinding, buffing, polishing and making curvature (wherever required) and fitting the same with necessary stainless steel nuts and bolts complete, i/c fixing the railing with necessary accessories & stainless steel dash fasteners , stainless steel bolts etc., of required size, on the top of the floor or the side of waist slab with suitable arrangement as per approval of Engineer-in-charge.	170.10	kg	600.00	102060.00
		DSR 10.28,2018				
7		Providing & fixing vertical blinds 100 mm wide of washable synthatic material with extruded powder coated hearail housing control units spacers, runners, tilt rod with reduction gear mechanism tilt control for 180 degree Louvers made of approved fabric and colour having scratchgurd coating to be provided.	30.87	Sqm.	1800.00	55566.00

8	DSR 26.27.1	Providing and fixing mineral fibre false ceiling tiles at all heights of size 595X595mm of approved texture, design and pattern. The tiles should have Humidity Resistance (RH) of 99%, Light Reflectance > 85%, Ton interlocking T-Grid of hot dipped all round galvanized iron section of 0.33 mm thick (galvanized @120 gsm) length 3000 mm, cross T of size 15x32mm of length 1200 mm to form grid module of size 600x600 mm suspended from ceiling using galvanized mild steel item spaced at 1200 mm centre to centre along main '. The system should rest on periphery walls /partitions with the help of GI perimeter wall angle of size 24x24X3000 mm made of 0.40 mm thick sheet, to be fixed to the wall with help of plastic rawl plug at 450 mm centre to centre & 40 mm long dry wall S.S. screws. The exposed bottom portion of all T-sections used in false ceiling support system shall be pre-painted with polyester baked paint, for all heights. The work shall be carried out as per specifications,	144.55	Sqm.	1760.75	254516.41
9	PWD Electric al 2018 ,131 c+187 A	Wiring point for light with 1 Sqmm FR PVC insulated multistrand single core copper conductor cable in conduit pipe concealed in all with 1.5 mm FR PVC insulated multistranded copper conductor cable as earth continuity wire, piano type switch & ceiling rose/angle/batten holder on 3 mm thk. Phenolic laminated backlite sheet etc. Modular Type complete.	28	Nos.	687.00	19236.00
10	PWD Electric al 2018 ,134 c+187c	Wiring point for plug with 1.5 sqm FR PVC insulated multistrand single core copper conductor cable in PVC pipe with labour material complete. Modular type	50	Nos.	418.00	20900.00
11	PWD Electric al 2018 ,1031	Providing and Fixing steel enclosure Surface /flush mounting Fitted with 20 Amp 2 Pin and earth metal clad scraping earth plug with labour material complete	8	Nos.	1110.00	8880.00
12	PWD 1139(A) Modula r Type	Providing and Fixing of Power plug with 20 Amp/250 V flush type modular switch & 5 pin 20 Amp/250 V flush modular type universal socket on concealed MS box including supply of all material, labour T & P etc. Required for proper completion of Work. Modular Type	20	Nos.	625.00	12500.00

13	PWD Electric al 2018 ,1304 C	Supply and wiring of Sub main with 2 No. 2.5 sqmm FR PVC insulated 1100 V grade multistranded conductor cable in 20 mm dia PVC conduit pipe concealed in wall,withlabour material complete	245.00	Rmt.	133.00	32585.00
14	PWD Electric al 2018 ,216C	Supply and wiring of Sub main with 2 No, 4.00 sqmm FR PVC insulated 1100 V grade multistranded conductor cable in 20 mm dia PVC conduit pipe concealed in wall, with labour material complete	280.00	Rmt.	158.00	44240.00
15	PWD Electric al 2018 ,1027(A)	Supplying and fixing of surface/ flush mounting 6 way TPN Distribution board.	2	Nos.	4370.00	8740.00
16	PWD Electric al 2018 ,1413	Providing and Fixing of LED Tube Light with batten suitable for up to 1x22 watt LED tube light fitting including tube on surface with labour material complete	12	Nos.	1190.00	14280.00
17	PWD Electric al 2018 ,1203 C	Providing and Fixing of electronic fan regulator (Modular) 120-280 V. ISI.marked, on existing switch board with making connection, material labour complete.	10	Nos.	517.00	5170.00
18	PWD Electric al 2018 1002	Providing and Fixing of 6 Amp to 32 Amp SPMCB (10 KA) 'C' curve with labour material complete.	18	Nos.	260.00	4680.00
19	PWD Electric al 2018 1021	Providing and Fixing 80 to 100 Amp 4 pole MCCB (16 KA) thermal Magnetic release with labour material complete.	1	Nos.	3880.00	3880.00
20	PWDP ainting and Distem pering sr no 27 NEW	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered/Gypsum or any other wall/ ceiling surface as required to prepare the surface even and smooth complete.	338.38	Sqm.	135.00	45681.30

21	PWD Painting sr no 23+24 NEW	Wall painting (Two coat) with plastic emulsion paint of approved brand manufacture on decorative wall surface to give an even shade including thoroughly brushing the surface clean all of dirt grease loose pieces and prepare smooth with all labour, Material T&P complete.	338.38	Sqm.	168.00	56847.84
22	PWDP ainting and Distem pering sr no1a+2 a+642	Enamel Painting on steel surface applying priming coat over new steel and other metal surface two coat with labour material complete	47.52	Sqm.	96.00	4561.92
23	PWDP ainting and Distem pering sr no1b+2 b+642	Enamel Painting on wood surface applying priming coat over new steel and other metal surface two coat with labour material complete.	10.08	Sqm.	100.00	1008.00
		Total				1098096.49
		Gst @ 12 %				131771.58
		Grand Total				1229868.07



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VISHWAVIDYALAYA EVAM GO- ANUSANDHAN SANSTHAN, (DUVASU)
MATHURA



Instructions to Bidders

SECTION - A

1. Scope of Works

The Principal Investigator & Coordinator, IDP-NAHEP, DUVASU invites quotations for the construction of works as detailed in the table given below:

Brief Description of the work	Approximate value of works(Rs.)	Period of Completion
RENOVATION AND TILING OF ONE HALL	12.30 Lakhs	2 months from notification of award of contract

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:-

- total monetary value of construction works performed for each year of the last 3 years;
- Income tax clearance certificate from the concerned IT circle;
- Report on his financial standing; and
- 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:-

- 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, initialing, 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.

5.4 The bidder shall seal the quotation in an envelope addressed to the Store Purchase Officer, DUVASU, Mathura (Purchaser). The envelope will also bear the following identification:-

- Quotation for _____ (Name of the Contract)
- Do not open before (time and date of quotation opening).

5.5 Quotations must be received in the office of the Store Purchase Officer, DUVASU, Mathura (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 upto the appointed time on the next working day.

5.6 Any quotation received by the Store Purchase Officer, DUVASU, Mathura (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 45 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.

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.

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 Store Purchase Officer, DUVASU, Mathura (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) shall be the responsibility of the contractor.

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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)
- | | |
|---------|-------|
| 2017-18 | _____ |
| 2018-19 | _____ |
| 2019-20 | _____ |
- 1.3 Work performed as prime contractor (in the same name) on works of a similar nature over the last three years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs. Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>
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Existing commitments and on-going works:

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

* Enclose a certificate from Engineer concerned.

1.4 Proposed subcontracts and firmsinvolved.

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 theEmployer.

1.7 Information on litigation history in which the Bidder isinvolved.

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

QUOTATION

*

Description of the Works: RENOVATION AND TILING OF ONE HALL

To:Store Purchase Officer, Nodal Officer (Procurement)
National Agriculture Higher education Project
IDP-PROJECT, DUVASU, MATHURA
Pin code: 281001, (U.P), INDIA

Subject:RENOVATION AND TILING OF ONE HALL

Reference : LetterNo.....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 atpercentage 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 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.

Annexure II

BILL OF QUANTITIES

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



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VISHWAVIDYALAYA EVAM GO- ANUSANDHAN SANSTHAN, (DUVASU)
MATHURA

LETTER OF ACCEPTANCECUMNOTICE TO PROCEED WITH THE WORK

Dated:_____

To: _____[Name and address of theContractor]

Dear Sirs,

This is to notify you that your Quotation dated_____forexecution
Of the_____for t h e
Contract priceof Rupees _____[amount in
words and figures], is hereby accepted byus.

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 PerformanceSecurity
will entail cancellation of the award ofcontract.

You are also requested to sign the agreement form and proceed with the work notlater
than _____ under the instructions of the Engineer,
_____and ensure its completion within the contractperiod.

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

Yours faithfully,

Principal Investigator
National Agriculture Higher education Project
IDP-PROJECT, DUVASU, MATHURA
Pin code: 281001, (U.P), INDIA

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 _____ 2021, 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 - 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 signing of agreement	:	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)

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 (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) 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:

- 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. @ 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 2 % of the contract amount.

(Note: The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).

8. Duties and responsibilities of the first party

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.

The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.

Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

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.

The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works;
- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;

- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ;and
- i) Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third partyclaims.
- 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 thelaw).

10. Variations / ExtraItems

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 isordered.
- 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'scosts.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving earlywarning.

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

The Employer may terminate the Contract if the other party causesa fundamental breach of theContract.

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;

Notwithstanding the above, the Employer may terminate the Contract for convenience.

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

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.

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.