



NAHEP



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: 212 /IDP/DUVASU/2021-22

Date: 25/ 08/2021

Reference No: IN-DUVASU-MATHURA-187835-CW-RFQ

To

- Notice Board, Administrative Building

Dear Sirs,

Subject: INVITATION FOR QUOTATIONS FOR CONSTRUCTION OF Solar System (50 KVA)

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

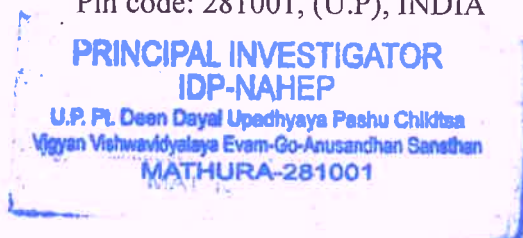
Brief Description of the work	Period of Completion
Solar System (50 KVA) Specification As per the BOQ details (annexure -1)	2 months from notification of award of contract

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 :
- Detailed Bill of Quantities,;
 - Instructions to Bidders (in two sections).
 - Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
5. You are requested to provide your offer latest by 11:00 AM Hrs. on 08/09/2021.
6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at **03:00 PM on 08/09/2021** in the office of **Undersigned**.
7. We look forward to receive 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. Deen Dayal Upadhyay Pashu Chikitsa Vigyan Vishwavidyalaya Evam Go-Ansundhan Sansathan, Mathura, U.P.-281001
Annexure -1

Name of The work: construction of Solar System (50 KVA)

Rate should be based on UPPWD Schedule of Rates Agra 2021-22 and DSR 2018 and current market rates as per actual.

S.No.	Description	Quantity	Unit	Rate	Amount Rs.
1	Solar Hybrid Inverter 60KVA, 3Ph- PCU				
	Rating of Model				
	60KVA, 3Ph- PCU				
	INPUT PARAMETERS				
	Battery VDC				
	360V				
	Solar Charge Controller				
	MPPT				
	Max. Solar Power Input per channel				
	160A				
	Solar Input Range				
	420-650V				
	Solar Voc Max.				
	700V				
	Battery Type Supported				
	LMfLA, VRLA, NiCd,				
	Switching By				
	IGBT				
	Battery Configuration				
	30x 12V 200Ah				
	Efficiency of SCC				
	>94%<98%	1	Pcs	950000	950000
	INPUT/OUTPUT				
	Mains I/P AC Range				
	(170-260 +/- 10 V)				
	Inverter AC Output Range				
	400V(+/-2%)				
	Frequency				
	50Hz(+/-6%)				
	Current o/p				
	67				
	PROTECTION				
	Protection :				
	Over current, Battery over charge, PV reverse polarity, Reverse current flow, Battery Deep Discharge				
	Over temperature, Short circuit, Overload Protection, Anti Islanding				
	Circuit breakers				
	Grid Input MCB/MCCB, Battery Input				

[Signature]
13/3/22

		MCCB, Load Rotary switch.	
Modes		3: Hybrid, Grid Export, Standalone	
Operating Ambient Temp.		0 to 50 Degreec	
Altitude		1000m	
Noise		<	
Self Consumption		<4%	
THD		Vthd <3%, Ithd <10%	
Overload Capacity		125% for 60Sec, 150% for 5 Sec	
Allowable Phase imbalance		30%	
Output power factor		0.8 lag to unity	
Recommended DG/EB Capacity		Twice the Rated Capacity	
Relative Humidity		95%	
Weight		600	
Communication		GSM(Optional)	
Display			
LED		Grid On, PV On, Grid Charger On, Load On Grid, Load On Battery, Fault	
LCD		Date, Time, Total Up Time, Total Down Time, Current Up Time, Current Down Time, Current Status Input : Voltages Currents Frequency Power W Power VA Import KWH Export KWH DG: Power W Power VA KWH Run Hr, Output: Voltages Currents Frequency Power W Power VA Load% Energy, Power: Total I/P KW, KVA Total O/P KW, KVA Input PF Output PF, Inverter: Voltages Currents Frequency Power KW Power VA, Solar: PV Vol, Curr PV Power PV Energy Panel Temp PV Radiation, Battery: Voltage Current I/P KWH O/P KWH Batt Temp Batt %, Faults: Recent 9 fault since last reset.	
Certifications Compatible		as per guidelines IEC / BIS Standards as applicable.	
Warranty		3 Years on site with necessary spares	
Installation Support		Yes	


 2.6/15

Specifications of Hybrid Inverter:	
Hybrid Inverter (Solar / Grid / Battery).	
Bidirectional solar PCU	
Vector Modulated Inverter Control	
Multiple DSP operation.	
MPPT based Solar charger.	
Multi Mode function like Solar Grid Battery/Solar Battery Grid (Selectable).	
Battery Less operation compatible	
Paralleling Compatibility suitability for microgrid.	
Higher Capacity PV connection option available	
SBG Modes with Buffer level selection facility 25/50/75	
GFM FEED mode feeds power to grid when grid available, feeds power to load when grid fails.	
GFM levels are selectable 0/25/50/75/100	
Adjustable Grid Charging Current.	
V _{thd} <3%	
Changeover time <20ms.	
40x4 LCD display with Backlight & Tactile key-pad Interface.	
Detailed metering Solar KW/Solar KWh.	
Fault logs : 9 recent faults.	
Advanced Battery Management Feature	
Auto fault reset for non critical faults.	

21/3/20

	GSM based remote monitoring option.Monitoring via wireless options			
	Temp compensated charger			
	High Transient response			
	Anti-Islanding IEC 62116 & IEC 61727 compliant			
	Export PF >0.98			
	DG compatibility with auto bypass.			
	In built galvanic isolation			
	Dusk to dawn operation programmable on site			
	In depth metering analysis			
	Morning On and Auto shutdown feature using specific time			
	Solar Battery			
	Rating of Model	12V 200Ah @C20		
	Nominal Voltage	12V		
	Battery Ah	200@C20		
	Specific Gravity	1.25		
	Open Circuit Voltage	12.55 to 12.7		
	Warranty	3 years full replacement Warranty		
	Solar Modules:			
	Pmax*(Wp)	335		
	Voc(V)	47.2		
	Isc(A)	9.18		
	Vmax(V)	38		
	Imax(A)	8.82		
	Module Efficiency	17.26		
	Power Tolerance	Positive Tolerance (0to 5Wp)		
2		30	Pcs 25600	768000
3		180	Pcs 9849	1772820

2007
7-11/11

	Module Dimensions	1960x 990x 35				
	Module Weight(kg)	21.5				
	* Value at Standard Testing Conditions (STC) : Temp 25DegreeC,Irradiance 1000W/m2 ,AM 1.5					
4	Balance of System for 50 kw as per Requirments etc.					
	PRE GALVANISED/G I STRUCTURE	1	Set	472000	472000	
	LIGHTING ARRESTOR	1	Set	118000	118000	
	ACDB/AJB	1	Set	127440	127440	
	EARTHING	4	Set	37760	151040	
	CIVIL & Electrical Work (I&C)	1	Set	472000	472000	
	Electrical Cables and Accessories	1	Set	212400	212400	
	MISCELLANEOUS	1	Set	100000	100000	
	SEPARATE ELECTRIC SOLAR PANEL	1	Set	100000	100000	
	TOTAL				5243700	

Handwritten signature and date 7/7/20



IDP- PROJECT

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VISHWAVIDYALAYA EVAM GO- ANUSANDHAN SANSTHAN, (DUVASU)
MATHURA



Instructions to Bidders

SECTION - A

1. Scope of Works

The Principal Investigator, 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
Construction of Solar System (50 KVA)	52.00 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 :-

- Details of total monetary value of construction works performed for each year of the last 3 years ;
- Last three assessment years viz 2017-18, 2018-19 and 2019-20 Income tax returns;
- Report on his financial standings, enclose certificate from a chartered accountant of turnover of the firm during last three assessment years i.e 2018-19 ,2019-20 and 2020-21; and
- Details of any litigation, current or during last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

3. To qualify for the award of the contract the bidder:-

- (a) Should have valid GST in the name of firm
- (b) Should have at least 3 years of experience of electrical/similar work with own GST. (GST should be registered for more than three years)
- (c) should have satisfactorily completed as a prime contractor, electrical/solar/similar work of value not less than Rs. 20,00,000 in the last three years; relevant work orders should be submitted along with bid.
- (d) Bidder should have quotation specific, ink stamped and signed- Manufacturers authorization form for the solar system to be supplied and installed.
- (e) Bidder should submit last three assessment years viz 2017-18, 2018-19 and 2019-20, Income tax returns.
- (f) Bidder should submit last three assessment years annual turnover certificate certified by a Chartered Accountant.
- (g) Bidder should submit copy of valid BIS certification of OEM with the quotation.
- (h) Bidder should have minimum 2 times turnover of the quoted value of the work to be completed. (Turnover certificate by CA to be enclosed)
- (i) Duly filled , signed and stamped quotation form
- (j) Certificate for non blacklisting on Rs.100/- Notarized Stamp paper
- (k) The Bidders have to give a power point presentation regarding supply installation and commissioning of solar system. The presentation will be duly evaluated by the quotation committee, bidder must qualify in the presentation to be eligible for the award of contract.
- (l) Bidder should submit catalogue having detailed specification of the products to be supplied and the above catalogue must be signed and stamped by the OEM of the products.

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 re writing.
- 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 FDR in favour of the Finance officer, Veterinary University Mathura Payable at Mathura) 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.

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/ electrical/Engineering/ 2018-19 _____
construction work/ solar work performed 2019-20 _____
in the last three years (in Rs. Lakhs) 2020-21 _____
- 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>

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/Work Order/ work completion certificate.

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. Attach 3 year turnover certificate from Chartered Accountant.

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:** Solar System (50 KVA)

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

Subject: Construction of Solar System (50 KVA)

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 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

S.No.	Description of Work	Qty.	Unit	Estimated Cost		Amount
				In figure (Rs.)	In Words	
01	Solar System (50 KVA)	As per BOQ	As per BOQ			

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



IDP- PROJECT

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VISHWAVIDYALAYA EVAM GO- ANUSANDHAN SANSTHAN, (DUVASU)
MATHURA



LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK

Dated: _____

To: _____ [Name and address of the Contractor]

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,

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 supply of materiel/goods to be installed (first stage)	:	25% of the total cost
On installation of all the solar system (second stage)	:	25% of the total cost
On commissioning of all the solar system	:	15% of the total cost
After physical and functional verification of solar system (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 two (months) 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 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

The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

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. Area of legal jurisdiction will only be Mathura, U.P.

