



NAVSARI AGRICULTURAL UNIVERSITY  
ERU CHAR RASTA, NAVSARI, GUJARAT-396 450

Dr. T. R. Ahlawat  
PI & NODAL OFFICER  
NAU-CAAST, NAHEP

Contact: 02637- 283452  
Email: caastnau@gmail.com

No. NAU/DR/NAHEP-CAAST/ 1098 /2019

Date: 9 /08/2019

**INVITATION FOR QUOTATIONS FOR REPAIR AND RENOVATION (FALSE  
CEILING AND ROOFING WORK) AT L.R.S. OFFICE UNDER SHOPPING  
PROCEDURES**

To

.....  
.....  
.....

Dear Sirs,

**Sub: Invitation for Quotations for Repair and Renovation (False ceiling and Roofing work) at L.R.S. Office.**

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

Work	Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
1	Repair and Renovation of Roofing work -Annexure 1	2,50,000	One Month
2	Repair and Renovation of False ceiling work- Annexure 2	2,00,000	One Month

2. Government of India has received a financing from the International Bank of Reconstruction and Development (IBRD) 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 NAHEP Project 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 providing following documents in the office of Principal Investigator and Nodal Officer, NAHEP-CAAST Sub-Project, O/o Directorate of Research, Navsari Agricultural University, Navsari – 396 450, Gujarat.
- Technical specifications, detailed bill of quantities, Instructions to Bidders and Draft Contract Agreement format which will be used for finalizing this Contract.
5. You are requested to provide your offer latest by 17:00 Hrs. on 28/08/2019 by Register post/Speed post/Courier in the above mentioned address only.

6. Quotations will be opened in the presence of Bidders or their representatives who choose to attend at 15:00 PM on 29/08/2019 in the office of Conference hall, DR office.
7. We look forward to receiving your quotations and thank you for your interest in this project.

(Employer)



Name: Dr. T. R. Ahlawat  
Address: PI & Nodal Officer  
NAHEP-CAAST sub Project  
O/O Directorate of Research  
NAU, Navsari-396450  
Tel. No: 02637-283452  
Email: caastnau@gmail.com



**Technical Specifications for Repair and Renovation (False ceiling and Roofing work) at  
L.R.S. Office**

**Work-1 (a): Specification of materials repairs and renovation of Roofing at LRS,  
Navsari**

Sr. No	Description of Goods	Specification	Unit/Area	Comply (Yes/No)	Remark
1	GI Powder coated sheets	0.47 mm, TATA-Durashine in various available lengths and 3.5 feet width	Running feet		
2	GI Powder coated Ridge TATA	3.5 running feet	Rs/piece		
3	Fastener	0.55 mm x 2"	Rs/piece		
4	GI square pipe (Asian)	Size 1.5"X1.5"	Rs/kg		
		Size 2"X1"	Rs/kg		
		Size 3"X1.5"	Rs/kg		
5	GI round pipe (Asian)	2"	Rs/kg		
		1.5"			
6	MS C-channel	75 x 40	Rs/kg		
		100 x 50			

**Work-1 (b): Specification of Labour works for repair and renovation of roofing at LRS, Navsari**

Sr. No.	Description of Goods	Specification	Unit/Area	Comply (Yes/No)	Remark
1	Labour	Dismantling of sheet roofing including ridges, hips, valleys, gutters etc. stacking of serviceable material with all lead & left (i) G. I. Sheet roofing/ P. V. C sheet roofing	SMT		
2	Labour	Dismantling of sheet roofing including ridges, hips, valleys, gutters etc. stacking of serviceable material with all lead & left A. C sheet roofing	SMT		
3	Labour	Providing and Fixing 0.50 mm thick corrugated galvanium sheets roofing fixed with G. I. plain and bitumen washer complete excluding cost of purlins, rafters & trusses but including cost of washer and J hooks etc. complete as directed by Engineer in charge	SMT		

**Work-2 (a): Specification of materials repairs and renovation of False Ceiling at LRS, Navsari.**

<b>Sr. No</b>	<b>Description of Goods</b>	<b>Specification</b>	<b>Unit/Area</b>	<b>Comply (Yes/No)</b>	<b>Remark</b>
1	Supply Of "Wall Angle"	0.4 mm thick pre-coated 'C' shaped angle of size-24 m x 24 m	Nos.		
2	Supply of "Main runner"	1.50 mm thick pre-coated 'T' shaped centre block section of size-15 mm x 25 mm x 3000 mm (L)	Nos.		
3.	Supply of "Secondary runner- 1200 mm"	1.00 mm thick pre-coated 'T' shaped centre block section of size-15 mm x 25 mm x 1200 mm (L)	Nos.		
4.	Supply of "Secondary runner- 600 mm"	1.00 mm thick pre-coated 'T' shaped centre block section of size-15 mm x 25 mm x 600 mm (L)	Nos.		
5.	Supply of 4 mm thick cement fiber designer board	4 mm thick pre painted cement fiber designer boards having size of 595 mm x 595 mm	SMT		
6.	Supply of Rockwool for insulation	50 mm thick Rockwool slab having density of 40 kg/cubic meter for insulation purpose	SMT		

**Work 2 (b): Specification of Labour works for repair and renovation of false ceiling at LRS, Navsari.**

<b>Sr. No</b>	<b>Description of Goods</b>	<b>Specification</b>	<b>Unit/Area</b>	<b>Comply (Yes/No)</b>	<b>Remark</b>
1	Labour	Installing of "T" grid false ceiling	SMT		
2	Labour	Placing of 50 mm thick Rock wool	SMT		



## Instruction to bidders

### SECTION - A

#### 1. Scope of Works

The PI and Nodal Officer, NAHEP-CAAST Sub-Project, O/o Directorate of Research, NAU, Navsari – 396 450 invites quotations for the repair/renovation/construction of works as detailed in the table given below

Work	Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
1	Repair and Renovation of Roofing work -Annexure 1	2,50,000	One Month
2	Repair and Renovation of False ceiling work- Annexure 2	2,00,000	One Month

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;
- 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);
- 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

- The contract shall be for the full quantity as described above. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- All duties, taxes and other levies payable on the work materials shall be included in the total price.
- Taxes in connection with the work materials shall be shown separately.
- 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.
- The prices shall be quoted in Indian Rupees only.

#### 5. Submission of Quotations

- 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.
- Each bidder shall submit only one quotation.
- The quotation submitted by the bidder shall comprise the following :-



- (i) Quotation in the given format
  - (ii) Signed Bill of Quantities; and
- d) The bidder shall seal the quotation in an envelope addressed to name of the Principal Investigator and Nodal Officer, NAHEP-CAAST Sub-Project, O/o Directorate of Research, Navsari Agricultural University, Navsari – 396 450, Gujarat. The envelope will also bear the following identification:-
- Quotation for Repair and Renovation (False ceiling and Roofing work) at L.R.S. Office.
  - Do not open before 15:00 PM on 29/08/2019 in the office of Conference hall, DR office.
- e) Quotations must be received in the above given office address 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.
- f) Any quotation received by the above given office address 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 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) are properly signed; and
  - b) Conform to the terms and conditions and specifications and drawings without material deviations.
10. **Award of contract**  
The Employer will award the contract to be bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation prices.
- 10.1 Notwithstanding the above, the Employer reserves the right to reject all quotations at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the quotation validity period.
11. **Performance Security**  
Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the **PI and Nodal Officer, NAHEP-CAAST Sub-Project, O/o Directorate of Research, NAU, Navsari – 396 450** the performance security (either a bank guarantee or a bank draft in favour of “**Nodal officer CAAST,**” payable at Navsari, with a letter addressed to **Nodal officer CAAST, O/o Directorate of Research, NAU, Navsari (Gujarat) - 396 450, India** 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.



12. Bank Account Details

**The Supplier is required to provide the following mentioned information**

**Name of the Bank and Branch:**

**Postal Address (with PIN Code):**

**E-mail and Phone:**

**Bank Account No:**

**Account Type:**

**IFSC Code:**

13. **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.

14. 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.
15. Original dispatch documents are to be forwarded by way of recorded delivery *i.e.* Registered post/Speed post/Courier in the above mentioned address only.
16. Payment will be done after completion of the work
17. Supplier should submit the pre-receipted bill in triplicate mentioning the purchase order number, date and delivery challan number and date along with the supporting documents if any, such as photo copy and signed by the supplier concerned. Each of the Invoice/Bill of the Vendor/Supplier concerned must bear the PAN number (*i.e.* Permanent Account Number) and **Xerox copy of the PAN Card duly signed with seal of the Vendor/Supplier.**
18. The bidder is at liberty to be present or authorize a representative to be present at the time of opening of quotation at the time and date as specified in the schedule. The name and address of the representative, who would be attending the opening of the quotation on the bidder's behalf, should be indicated in his/her quotation. Please also state the name and address of the permanent representative, if any.
19. While the Employer and the vendor shall make every effort to resolve disputes amicably by direct informal negotiation, even then in any disagreement or dispute arising between them under or in connection with the contract shall be settled under the court of law within its jurisdiction at Navsari, Gujarat. The resultant contract will be interpreted under Indian laws.
20. All rights are reserved with the University Authority to accept or reject the Item without assigning any reasons thereof.
21. **You are requested to provide your offer latest by 17:00 hours on 28/08/2019.**
22. **Supplier have to visit the site and discuss the plan before submitting final quotation**
23. **We look forward to receiving your quotations and thank you for your interest in this project.**
24. We accept above mentioned terms and conditions

**Signature of Supplier**

**Seal/Stamp**

## SECTION - B

### QUALIFICATION INFORMATION

#### 1 For Individual Bidders

1.1 Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Quotation.

*[Attach copy]*

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

	19	
	19	
	19	

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

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<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:

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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)

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\* Enclose a certificate from Engineer concerned.



**1.4** Proposed subcontracts and firms involved.

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

**1.5** Evidence of access to financial resources to meet the requirements of working capital : cash in hand, lines of credit, etc. List them below and attach copies of support documents.

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

**1.7** Information on litigation history in which the Bidder is involved.

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

## Quotation

To,

**The Principal Investigator and Nodal Officer**  
**NAHEP-CAAST Sub-Project**  
O/o Directorate of Research, University Bhavan  
Navsari Agricultural University  
Eru Char Rasta, Navsari- 396450

**Subject:** Invitation of Quotations for Repair and Renovation (False ceiling and Roofing work) at L.R.S. Office

**Reference:** No. NAU/DR/NAHEP-CAAST/ 1098 /2019

Date: 9/08/2019

Dear Sir,

In response to above referred subject, we are submitting our offer for Invitation of Quotations for Repair and Renovation (False ceiling and Roofing work) at L.R.S. Office

The details are as under:

1. Name of the bidder: .....
2. Complete address of the Bidder: .....
3. Bank Name.....
4. IFSC Code.....
5. A/CNo.....
6. Name of Branch.....
7. PAN Number.....
8. Account type.....
9. GSITN.....

### Annexure – 1 Detailed Bill of Quantities

**Work-1 (a): Quotation of materials repairs and renovation of roofing at LRS, Navsari**

SN.	Description of Goods	Specification	Unit/ Area	Approximate quantity required	Rate per Unit (Rs.)
1	GI Powder coated sheets	0.47 mm, TATA-Durashine in various available lengths and 3.5 feet width	Running feet	1000 feet	
2	GI Powder coated Ridge TATA	3.5 running feet	Rs/piece	25	
3	fastener	0.55 mm x 2"	Rs/piece	1200	
4	GI square pipe (Asian)	Size 1.5"X1.5"	Rs/kg	120	
		Size 2"X1"	Rs/kg	110	
		Size 3"X1.5"	Rs/kg	100	
5	GI round pipe (Asian)	2"	Rs/kg	150	
		1.5"		40	
6	MS C-channel	75 x 40	Rs/kg	100	
		100 x 50		100	

**Above Quoted price include GST/Other taxes and Transport if any**



**Work-1 (b): Quotation of Labour works for repair and renovation of roofing at LRS, Navsari.**

S N	Description of Goods	Specification	Unit/Area	Approximate quantity (SMT)	Rate per Unit (Rs.)
1	Labour	Dismantling of sheet roofing including ridges, hips, valleys, gutters etc. stacking of serviceable material with all lead & left (i) G. I. Sheet roofing/ P. V. C sheet roofing	SMT	207	
2	Labour	Dismantling of sheet roofing including ridges, hips, valleys, gutters etc. stacking of serviceable material with all lead & left A. C sheet roofing	SMT	77.55	
3	Labour	Providing and Fixing 0.50 mm thick corrugated galvanium sheets roofing fixed with G. I. plain and bitumen washer complete excluding cost of purlins, rafters & trusses but including cost of washer and J hooks etc. complete as directed by Engineer in charge	SMT	305	
<b>Above Quoted price include GST/Other taxes and Transport if any</b>					

**Annexure 2**

**Work-2 (a): Quotation of materials repairs and renovation of False Ceiling at LRS, Navsari.**

S N	Description of Goods	Specification	Unit/Area	Rate per Unit (Rs.)
1	Supply Of "Wall Angle"	0.4 mm thick pre-coated 'C' shaped angle of size-24 m x 24 m	Nos.	
2	Supply of "Main runner"	1.50 mm thick pre-coated 'T' shaped centre block section of size- 15 mm x 25 mm x 3000 mm (L)	Nos.	
3.	Supply of "Secondary runner- 1200 mm"	1.00 mm thick pre-coated 'T' shaped centre block section of size- 15 mm x 25 mm x 1200 mm (L)	Nos.	
4.	Supply of "Secondary runner- 600 mm"	1.00 mm thick pre-coated 'T' shaped centre block section of size- 15 mm x 25 mm x 600 mm (L)	Nos.	
5.	Supply of 4 mm thick cement fiber designer board	4 mm thick pre painted cement fiber designer boards having size of 595 mm x 595 mm	SMT	
6.	Supply of Rockwool for insulation	50 mm thick Rockwool slab having density of 40 kg/cubic meter for insulation purpose	SMT	
<b>Above Quoted price include GST/Other taxes and Transport if any</b>				

**Work 2 (b): Quotation of Labour work for repair and renovation of False Ceiling at LRS, Navsari.**

S N	Description of Goods	Specification	Unit/Area	Approximate quantity (SMT)	Rate per Unit (Rs.)
1	Labour	Installing of "T" grid false ceiling	SMT	172	
2	Labour	Placing of 50 mm thick Rock wool	SMT	172	
<b>Above Quoted price include GST/Other taxes and Transport if any</b>					

**Gross Total Cost: Rs.....**

We agree to execute the works in accordance with the approved drawing 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**



# 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 \_\_\_\_\_ 2019, 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.

### 3.1 Payments under its contract:

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

On signing of agreement	:	25% of total cost
On all material purchase and delivery to the site (first stage)	:	25% of the total cost
On cutting and assembly of the material (second stage)	:	25% of the total cost
On Hard ware and accessory fittings (third stage)	:	15% of the total cost
On Fitting, Finishing and completion of whole work (fourth stage)	:	10% of the total cost

3.2 Payments at each stage will be made by the first party :

- (a) On the second party submitting an invoice for an equivalent amount ;
- (b) On certification of the invoice (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
  - 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
  - 8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
  - 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
  - 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the



work. The whole team may jointly inspect the site on a particular day to take stock of activities.

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

## **9. Duties and responsibilities of the second party**

9.1 The second party shall:

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

## **10. Variations / Extra Items**

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



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

## **11. Securities**

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

## **12. Termination**

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

## **13. Payment upon Termination**

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.



#### **14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

### Format of certificate

Certified that the works upto ----- level  
in respect of construction of ----- at -----  
----- have been executed in accordance with the approved drawing and  
technical specifications.

Signature

Name & Designation  
(Official address)

Place :

Date :

Office seal