

**INDIAN INSTITUTE OF ENGINEERING SCIENCE AND TECHNOLOGY, SHIBPUR  
HOWRAH – 711 103, WEST BENGAL**

**NOTICE INVITING TENDER**

**Tender no:** WD /IPM/ Notice / CW – 07 dtd.27.07.2017

NAME OF WORK	“Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.”
PLACE OF WORK	<i>Indian Institute of Engineering Science &amp; Technology, Shibpur, Howrah- 711 103.</i>
ESTIMATED VALUE	Rs. <b>1,48,786.06</b> (Rupees one lakh forty eight thousand seven hundred eighty six and paise six only)
PERIOD OF COMPLETION	15 (fifteen) days.
COST OF TENDER PAPER :	Rs. 500/- (Rupees five hundred only)
BID SECURITY	Rs 3,000/- (Rupees three thousand only).
LAST DATE AND TIME FOR RECEIPT OF BIDS	<b>Date: 03/08/2017 Time: 13:00 Hours</b> Place: Office of the University Engineer
TIME AND DATE OF OPENING OF BIDS	<b>Date: 03/08/2017 Time: 13.30 Hours</b>
PLACE OF OPENING OF BIDS	Office of the University Engineer
OFFICER INVITING BIDS	<i>Dean, IPM, Indian Institute of Engineering Science &amp; Technology, Shibpur, Howrah-711103</i>

## **TENDER DOCUMENT**

### **Tender no:**

**For the work of:-** Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.

- Part – I Deleted
- Part – II Detailed Bill of Quantities with estimated rates and amount.
- Part – III Instruction to bidders (in two sections)
- Part – IV Draft Agreement Form.

**INDIAN INSTITUTE OF ENGINEERING, SCIENCE & TECHNOLOGY,  
SHIBPUR,  
HOWRAH-711103**

**BOQ FOR THE WORK OF: Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.**

SI No	Description of items of work (Based on PWD schedule of rates w.e.f. 01.12.2015.)	Unit	Unit Rate (Rs)	Quantity	Amount (Rupees)
1	Supplying profiles of required section made of Aluminium Alloy Extrusions conforming to IS: 732-1983 and IS: 1285- 1975; Anodized (with required film thickness and specified colour / natural) matt finished conforming to IS: 1868-1983 for fabrication of composit door, sliding & casement windows, partitions, formed of basic sections of any ISI embossed / certified make and brand as per direction of Engineer - In-Charge. (Payment will be made on finished length of the work). (A) In 10-12 Micron thickness Anodizing film I) Natural white				
	j) Fixed partitions. (Unsupported length of vertical member more than 1.5 mtr.or both ends of vertical member restrained but panels more than 0.9 Sq.m) (Page 209, Item 1 j)				
	i) Top member	Mtr.	568.00	12.00	6816.00
	i) bottom member.	Mtr.	568.00	9.00	5112.00
	i) side member.	Mtr.	568.00	19.80	11246.40
	ii) Intermediate member.	Mtr.	591.00	12.00	7092.00
	ii) Intermediate member.	Mtr.	591.00	9.00	5319.00
	ii) Intermediate member.	Mtr.	591.00	23.10	13652.10
	glazing clip	Mtr.	49.00	132.00	6468.00
	k ii) Shutter :				
	Top rail.	Mtr.	375.00	3.00	1125.00
	Bottom rail.	Mtr.	574.00	3.00	1722.00
	Lock rail	Mtr.	471.00	3.00	1413.00
	Door vertical.	Mtr.	412.00	12.60	5191.20

3	(D) Partly glazed and partly panelled partition or fixed glazing made of extruded and anodised alloy aluminium sections, fabrications after cutting to proper shape and size, drilling and aligning fitted with inbuilt locking arrangement cutting the glass / board (prelaminated / particle / block) to requisite shape and size moulding the edges fitted and fixed glazing clips and dry set neoprine /EPDM gasket, along with all other necessary arrangements for fixing the partition to walls, floors, beams, columns polysulphide sealant for water proofing if necessary complete in all respect as per drawing and specifications and direction of the Engineer in charge.				0.00
	The rate includes the hire charge of all tools and plants, adhesive, joineries such as screw, fastener but excluding the cost of extruded aluminium sections, EPDM gasket, glass, board, glazing clips, locking arrangement, etc.				
	I) For partitions using section of size:	Sqm.			
	a) 63.50 mm x 38.10 mm	Sqm.	736.00	33.60	24729.60
4	(B) Partly glazed partly panelled or fully glazed single leaf aluminium swing door made of extruded and anodized alloy aluminium sections, fabrication including cutting to proper shape and size, drilling and aligning, fitted with heavy duty hydraulic action floor spring placed in the floor with mending damages, with top pin assembly of approved make and brand, fitted with in built locking arrangement, flush bolt, glazing clips and all other necessary fittings, fixtures, adhesives and joineries, cutting glass of approved make to requisite shape and size fitting with dry set neoprene or EPDM gasketing, cutting to requisite shape and size panel board (prelaminated particle block) fixing them with glazing clips as per drawing, specification and direction of Engineer in charge (Page 214, Item 2 B)	Sqm.	1294.00	6.30	8152.20
5	Supplying heavy duty top pin/set of pivots of local make and approved by the Engineer-in-charge. (This item to be provided where floor spring not used). (Page 215, Item 4)	each set	355.00	3.00	1065.00
6	Supplying EPDM gasket of approved make and brand as per direction of Engineer in charge. iii) weather gasket / wool pile for door vertical. (Page 216, Item 8)	Mtr.	19.00	12.00	228.00
7	Supplying bubble free float glass of approved make and brand conforming to IS: 2835-1987 iv) 5mm thick coloured / tinted / smoke glass. (Page 216, Item 9)	Sqm.	698.00	12.00	8376.00
8	Supplying 4 lever mortice lock or any approved make and brand as per direction of the Engineer- in -Charge) 150 mm.(Page 218, Item 12)	each set	451.00	3.00	1353.00

9	(A) Supplying Aluminium casted body hydraulic door closer as per I.S.I. (Page 218, Item 13)	each set	757.00	3.00	2271.00
10	(C) Supplying Heavy Duty Aluminium Handle (EBCO Type) (Natural White) (Page 218, Item 13)	each	114.00	6.00	684.00
11	Wall panelling / partition with Melamine faced 3 layered flat pressed wood particle board of approved make and brand as per direction of Engineer - in - Charge of requisite grade bonded with phenol formaldehyde synthetic resin conforming to IS: 848 - 1974 (excluding the cost of supporting frame work and teak wood battens / lipping) (Page 130, Item 106)				0.00
	(B) Prelaminated particle board conforming to IS: 3087 - 1985 and IS 12823 - 1990. i) Plain : Exterior grade. (a) Exterior grade a) 9 mm thick	Sqm.	746.00	24.00	17904.00
12	(A) Supplying Aluminium casted body hydraulic door closer as per I.S.I. (Page 218, Item 13)	Each	757.00	3.00	2271.00
13	Removing old scales, blisters etc. of interior surface of walls, ceiling by scraping etc. and preparing smooth and even surface with rendering or cement mortar (1:2) (as necessary), to make the surface suitable for receiving distemper. (Payment against this item will be made only when this has been done on the specific direction of the Engineer-in-charge) (Page 171, Item 9)	Sqm.	10.43	192.00	2002.56
14	Acrylic Distemper to interior wall, ceiling with a coat of solvent based interior grade acrylic primer (as per manufacturer's specification) including cleaning and smoothening of surface. Two Coats (Page 171, Item 10)	Sqm.	76.00	192.00	14592.00
<b>Total</b>					<b>148785.06</b>

I / We offer to execute the Works described in the Bill of Quantities in Part II of the Tender Document in your letter / tender no 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]"

Authorized Signature :

Date: \_\_\_\_\_

### **PART-III: Instructions to Bidders**

#### **SECTION - A**

#### **1. Scope of Works**

*The Dean, IPM, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103 invites item rate tender for the works as detailed in the table given below*

Tender No	Brief Description of the Works	Value of Works (Rs)	Period of Completion
	Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.”	Rs. <b>1,48,786.06</b> (Rupees one lakh forty eight thousand seven hundred eighty six and paise six only)	15 (fifteen) days.

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 :-

- (a) total monetary value of construction works performed for each year of the last 3 years :
- (b) (i) Copy of the up to date Income Tax return submitted to the concerned I.T.O  
(ii) Copy of PAN Card & VAT / GST Registration Certificate
- (c) Valid trade licence of similar work.
- (d) Report on his financial standing; and
- (e) 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: -**

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. 1,00,000/- (Rupees one lakh only)

#### **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, initialling, dating and rewriting.
- b) The tenderers are required to quote their rates, both in amount as well as in the percentage below/above the rates entered in the Schedule. In the event of arithmetical error committed in working out the amount by the contractor, the tendered percentage and not the amount should be taken into account.
- c) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- d) 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.
- e) 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) Priced Bill of Quantities duly signed by the bidder; and
- (c) Qualification information form given in Section B duly completed.
- (d) A **DD of Rs. 500/- (Rupees five hundred only)** in favour of “Registrar, IEST, Shibpur” payable at Kolkata has to be submitted along with the tender as a cost of tender document.
- (e) **Bid security of Rs 3,000/- (Rupees three thousand only)** in the form of Bank Draft drawn on any nationalised bank in favour of “Registrar, *IEST, Shibpur*” account payable at *Howrah*.

### 5.3.1 Bid Security:

- a) The Bid Security shall have to be valid for a period not less than 45 days after the deadline date specified for submission.
- b) The Bid Security of the unsuccessful bidders will be returned within 28 days of the end of bid validity period specified in Clause no 6
- c) The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.

5.4 The bidder shall seal the quotation in an envelope addressed to “*Dean, IPM, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103*”. The envelope will also bear the following identification: -

**Quotation for:** “Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.”..”

**Do not open before \_\_\_\_\_ hours dated \_\_\_\_\_ (time and date of quotation opening).**

5.5 Quotations must be received in the office of *The University Engineer, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103* latest by the specified time and date. If the specified date is declared a holiday, quotations shall be received up to the appointed time on the next working day.

5.6 Any quotation received by the University Engineer, *Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103* 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 at the specified time and date in the office of “*University Engineer, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103*”

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) contains the bid security as specified in clause 5.3 above;
- (c) are properly signed ; and
- (d) 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 and provided the bid security.

**10.1** 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.

**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 *Registrar, Indian Institute of Engineering Science & Technology, Shibpur, Howrah-711103*, the performance security either a bank guarantee or a bank draft drawn on any nationalized bank in favour of "*Registrar, IEST, Shibpur*" account payable at Kolkata for an amount equivalent of 3 % of the contract price. The Performance Security shall be valid until a date 28 days from the intended date of Completion in the case of a Bank Guarantee. On receipt of the 3 % performance security and signing of the Agreement the Employer will discharge the Bid Security.

## **12. Security Deposit:**

The employer shall retain 7% from each payment due to the contractor as security deposit which shall be released when the Period of Maintenance has passed and Engineer has certified that all defects notified by the Engineer to the Contractor before the end of this period have been corrected.

**13 Period of Maintenance.**

The “Period of Maintenance” for the work is twenty four months from the date of taking over possession of the completed works or two 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.

## **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)

	2014 – 2015 _____
	2015 – 2016 _____
	2016 – 2017 _____

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:

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

\* Enclose a certificate from Engineer concerned.

**1.4** Proposed subcontracts and firms involved.

<b>Sections of the works</b>	<b>Value of Sub-contract</b>	<b>Sub-contractor (name &amp; address)</b>	<b>Experience in similar work</b>
*	*	*	*
*	*	*	*
*	*	*	*
	*	*	

**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.

<b>Other party(ies)</b>	<b>Employer</b>	<b>Cause of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>

**QUOTATION**

To: The Dean, IPM,  
Institute of Engineering Science & Technology, Shibpur,  
Howrah-711103

**Subject:** “Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.”

**Reference:** Letter No / Tender No..... dated .....  
from.....

Sir,

I/We offer to execute the Works described in the Bill of Quantities in Part II of the Tender Document in your letter / tender no referred to above in accordance with the Conditions of Contract enclosed therewith at \_\_\_\_\_ percentage **above / below** (\*) the estimated rates, i.e. for a total Contract Price of

Rs. \_\_\_\_\_ [in figures] \*\*

Rs. \_\_\_\_\_ [in words] \*\*

This quotation and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We hereby confirm that this quotation is valid for 45 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_

Name of Bidder : \_\_\_\_\_

Address : \_\_\_\_\_

\* Put ✓ mark & Strikeout as applicable

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**Note:** the Bidder shall attach duly priced and duly signed Bill of Quantities in Part-II of Tender Document

**LETTER OF ACCEPTANCE  
CUM NOTICE TO PROCEED WITH THE WORK**

**(LETTERHEAD OF THE EMPLOYER)**

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 The Registrar, *BESU Shibpur payable at Howrah* shall be valid until a date 28 days from the intended date of Completion i.e. up to \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_ and ensure its completion within the contract period.

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

Yours faithfully,

**Authorized Signature**

**Name and title of Signatory**

## **PART-IV Draft Agreement form**

### **ARTICLES OF AGREEMENT**

1. This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 2014, between *The Dean, IPM, Indian Institute of Engineering Science and Technology, Shibpur, Howrah-711103* (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 “Aluminium partition wall and partition wall at Degradation material Laboratory of Metallurgy department at 2nd floor of 8- storied Building.” (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 Payments under this contract:**

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

- 3.1** Contractor will raise bills in an interval of not less than 15 days, along with details of measurement of the executed quantities of items of works in the Bill of Quantities, in a tabulated form as approved by 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.)
- 3.2** The Engineer shall check the Contractor’s bill and within 14 days certify the amount to be paid to the Contractor
- 3.3** The value of the work executed shall be determined by the Engineer
- 3.4** The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 3.5** The Engineer may exclude any item certified in a previous bill or reduce the proportion of any item previously certified in any bill in the light of later information.



#### **4. Notices by Contractor to Engineer**

The second party will issue notice to the first party or the Engineer to visit the site and record the measurement of the quantity of the items of works completed for raising the bill.

#### **5. Completion time**

The works should be completed in *30 (thirty) days* from the date of notice to proceed with the work. 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
- c) Payments due to the second party are delayed without reason.
- d) 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.

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** Deleted

**8.3** The Engineer or such other person as may be authorized by the first party shall hold meeting 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.

**8.4** 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.

- j) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- k) clear the site on completion of work.

#### **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**

- a) 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 intended date of Completion in the case of a Bank Guarantee.
- b) The employer shall retain 7% from each payment due to the contractor as security deposit which shall be released when the Period of Maintenance has passed and Engineer has certified that all defects notified by the Engineer to the Contractor before the end of this period have been corrected.

#### **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 07 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.

**15. Period of Maintenance:**

The "Period of Maintenance" for the work is twenty four month from the date of taking over possession of the completed works or two 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.

