



**PUBLIC WORKS DEPARTMENT
GOVERNMENT OF KERALA
INDIA**

KERALA STATE TRANSPORT PROJECT

**INVITATION FOR TENDER FOR FLOOD DAMAGE
WORKS**

CONTRACT No.KSTPII/FDR/I/13

**Name of works: Providing BC overlay at Kampancode,
Valakom, Nellimoottilpadi and Mithrapuram Junction in MC
road and Construction of side drain at Kampancode Ch.
57/000 on MC road**

SEPTEMBER 2013

INVITATION FOR TENDER FOR PROVIDING BC OVERLAY AT KAMPANCODE, VALAKOM, NELLIMOOTILPADI AND MITHRAPURAM JUNCTION IN MC ROAD AND CONSTRUCTION OF SIDE DRAIN AT KAMPANCODE CH. 57/000 ON MC ROAD

Dear Sir,

Sub: Invitation for Tender for Providing BC overlay at Kampancode, Valakom, Nellimoottilpadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road

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

Brief Description of the works	Approximate value of the works (Rs)	Period of completion
Providing BC overlay at Kampancode, Valakom, Nellimoottilpadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road	4.5million	One month

2. The **Kerala State Transport Project** in Kerala State is being implemented by PWD, Govt. of Kerala.

3. To assist you in the preparation of your tender, we are enclosing the following:

Volume – I

Section 1 . Instructions to Bidders (Sub sections 'A' & 'B').

Section 2. Annexure – 1: Bill of Quantities

Annexure – 2: Format of Certificate

Annexure – 3: Performance Bank Guarantee.

Section 3. Technical Specifications attached. If any item not covered in the specification attached,

Please refer to *MORTH* specification and PWD specifications if required.

Section 4. Draft Contract Agreement format which will be used for finalizing the

agreement for this Contract.

Volume – II

Drawings.

4. You are requested to provide your offer latest by **05.10.2013**
6. Tenders will be opened in the presence of Bidders or their representatives who choose to attend at **3pm** on **05.10.2013** in the office of **THE PROJECT DIRECTOR**, Project Management Team, Kerala State Transport Project, T.C. No.11/339, Jagad Building, Keston Road, Kowdiar. P.O, Thiruvananthapuram, Kerala, Pin-695003.
7. We look forward to receiving your tenders and thank you for your interest in this project.

**The Project Director
Kerala State Transport Project
T.C.11/339, Jagad Building,
Keston Road, Kowdiar P O,
Thiruvananthapuram, KERALA PIN: 695003**

VOLUME – I
SECTION - 1

Instructions to Bidder

SECTION – A

1. SCOPE OF WORKS

The Project Director, Project Management Team, Kerala State Transport Project, T.C. No.11/339, Jagad Building, Keston Road, Kowdiar. P.O, Thiruvananthapuram, Kerala, Pin-695003., invites tenders for Providing BC overlay at Kampancode, Valakom, Nellimoottilpadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road

Brief Description of the works	Approximate value of the works (Rs)	Period of completion
Providing BC overlay at Kampancode, Valakom, Nellimoottilpadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road	4.5million	1month

The successful Bidder will be expected to complete the works by the intended completion date specified above (i.e. 30 days from signing of the agreement).

2. QUALIFICATION OF THE BIDDER:

Bidder shall provide qualification information which shall include:-

- (a) 'A' class Bidder registration with PWD.

3. To qualify for the award of the contract the bidder should possess a valid contract license of 'A' class contractor registration with PWD.

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 TENDERS

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 tender.

5.2 The tender submitted by the Bidder shall comprise the following:-

- (a) Tender in the format given in Section B.
- (b) Signed Bill of Quantities; and
- (c) Qualification information form given in Section B duly completed.

5.3 The Bidder shall seal the tender in an envelope addressed to **THE PROJECT DIRECTOR**, Project Management Team, Kerala State Transport Project, T.C. No.11/339, Jagad Building, Keston Road, Kowdiar. P.O, Thiruvananthapuram, Kerala, Pin-695003. The envelope will also bear the following identification:-

Tender for Providing BC overlay at Kampancode, Valakom, Nellimootilpadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road (Name of the Contract)

- Do not open before 3.0 PM on 05.10.2013 (time and date of Tender opening).

5.4 Tender must be received in the office of **THE PROJECT DIRECTOR**, Project Management Team, Kerala State Transport Project, T.C. No.11/339, Jagad Building, Keston Road, Kowdiar. P.O, Thiruvananthapuram, Kerala, Pin-695003. Not later than the time and date given in the letter of invitation. If the specified date is declared a holiday, tenders shall be received up to the appointed time on the next working day.

5.5 Any Tender received by **THE PROJECT DIRECTOR**, after the deadline for submission of tenders will be rejected and returned unopened to the bidder.

6. VALIDITY OF TENDER

Tender shall remain valid for a period not less than 45 days after the deadline date specified for submission.

7. OPENING OF TENDER

Tenders will be opened in the presence of bidder 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 tenders and recommendations for the award of contract shall not be disclosed to bidder or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. EVALUATION OF TENDERS

The Employer will evaluate and compare the tenders 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 tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price and who meets the specified qualification criteria.

- 10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any tender and to cancel the tender process and reject all tenders at any time prior to the award of contract.
- 10.2 The Bidder whose tender is accepted will be notified of the award of contract by the Employer prior to expiration of the tender validity period.

11. PERFORMANCE SECURITY

Within 15 days of receiving letter of acceptance, the successful Bidder shall deliver to the **PROJECT DIRECTOR**, Project Management Team, Kerala State Transport Project, T.C. No.11/339, Jagad Building, Keston Road, Kowdiar. P.O, Thiruvananthapuram, Kerala, Pin-695003.. The performance security (either a bank guarantee or a bank draft in favour of the Finance Controller KSTP, PWD, Trivandrum) for an amount equivalent of 10% 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 one year from the date of taking over possession. 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 Bitumen, cement and steel etc as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor. No material shall be supplied by the department.

14. The Engineer for the work nominated by the Employer is Superintending Engineer ,KSTP, Division Kottarakkara and authorized representative of the Engineer is Executiver Engineer, KSTP,Division Kottarakkara.

SECTION - B

1. **FORMAT FOR QUALIFICATION INFORMATION.**
2. **FORMAT FOR SUBMISSION OF TENDER.**
3. **FORMAT OF LETTER OF ACCEPTANCE.**

QUALIFICATION INFORMATION

1 For Individual Bidder

1.1 Principal place of business: _____

Power of attorney of signatory of Tender. (If any)

[Attach copy]

1.2 Copy of valid '**A**' or '**B**' class Contract License registered with PWD to be attached.

TENDER

*

Description of the Works:

To:

Subject: Providing BC overlay at Kampancode, Valakom, Nellimoottipadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road

Reference:

Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith for a total Contract Price of;

Rs.** _____ [in figures]

Rs. _____ [in words].

This tender 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 tender you receive.

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

Yours faithfully,

Authorized Signature : Date: _____

Name & Title of Signatory : _____

Name of Bidder : _____

Address : _____

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

(LETTERHEAD OF THE EMPLOYER)

Dated:

To:

M/s (Name and Address of the Contractor)

]

Dear Sirs,

This is to notify you that your Tender dated ----- for execution of the **Providing BC overlay at Kampancode, Valakom, Nellimoottilpadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on MC road**, for a 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 10% of the contract price) within 10 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of Finance Controller KSTP Trivandrum shall be valid till the expiry of the period of the contract i.e. upto 28 days from the expiry of the maintenance period. 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 immediately under the instructions of the Superintending Engineer KSTP Division Kottarakkara 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,

**The Project
Director
Kerala State Transport Project
T.C.11/339, Jagad Building,
Keston Road, Kowdiar P O,
Thiruvananthapuram, KERALA PIN: 695003**

VOLUME – I
SECTION-2
(Annexure – 1, 2, 3)

BILL OF QUANTITIES



**Providing BC overlay at Kampancode, Valakom, Nellimoottipadi and Mithrapuram Junction in MC road and
Construction of side drain at Kampancode Ch. 57/000 on MC road**

SUMMARY - BILL OF QUANTITIES

SI No	Description	Amount in figures (Rs.)	Amount in Words (Rs.)
1	Appendix - A		
2	Appendix - B		
	Grand Total (Rs)		
	Modification/Discount/ Rebate		
	NET AMOUNT		

KSTP - FDR - Laying of BC at Kampankode, Valakom, Nellimmoottilpadi and Mithrapuram Jn

Bill of Quantities -Appendix A

Item No	Description of items	Unit	Estimated Quantity	Rate	Rate in words	Amount (Rs)
	<u>FDR Works for MC Road at Kampankode Jn - Chainage 56/480 to 56/580, Valakom Jn - Chainage 61/120 to 61/220,Nellimmoottilpadi jn and Mithrapuram Jn - Chainage 90/80 & 93/700</u>					
1	Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20 kg / sqm to 0.25 kg/sqm on the bitumen surface cleaned with mechanical broom. (MORTH 5-2-503)	sqm	3850.00			
2(i)	Filling Shallow Pot-holes and Patch Repairs with open-Graded Premix surfacing, 20mm as per MORT&H by removing all failed material, trimming of completed excavation to provide firm vertical as per MOERT&H specification and as per the direction of the Engineer at site.	sqm	150.00			
2(ii)	Providing, Laying, Spreading and Compacting graded stone aggregate to Wet mix macadam 250mm thick as per MORT&H specification 400 and as per the instructions of the Engineer at site	sqm	50.00			
2(iii)	Providing, Laying, Granular sub base complete 150mm thick as per MORT&H specification 400 and as per the instructions of the Engineer at site	sqm	50.00			

3	Providing and laying bituminous macadam with 90 TPH drum type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading premixed with bituminous binder, transported to site, laid over a previously prepared surface with paver finisher to the required grade, level and alignment and rolled as per clauses 501.6 and 501.7 to achieve the desired compaction .(MORTH 5-3-504)	cum	13.00			
4	Providing and laying bituminous concrete with 90 TPH drum type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder (VG30 grade) @ 5.4 to 5.6 per cent of m	cum	107.00			
5	Road Marking (lines, dashes, arrows etc on roads) by Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm on Bituminous Surface is exclusive of surface a	sqm	105.00			
6	Providing Road Studs (raised pavement markers) of moulded poly carbonate body with shanks and retro reflective cornercube microprismatic lense elements of not less than 10 sq.cm and the type "H" studs conforming to ASTM D 4280 standard for luminous inten	each	66.00			
	Total					

KSTP - Construction of Side drains at Kampancode - CH: 57.000 on MC Road

Bill of Qunatities - Appendix B

Item No	Description of items	Unit	Estimated Quantity	Rate	Rate in Words	Amount (Rs)
	<u>Construction of side drains (60 X 80cm inner and 15cm thk side wall, 15cm thk base slab and 15cm thk PCC)</u>					
1	Earth work in excavation of foundation of structures as per drawing and technical specification, including setting out, construction of shoring and bracing, removal of stumps and other deleterious matter, dressing of sides and bottom, backfilling the excavation earth to the extent required and utilising the remaining earth locally for road work. (MORTH -3.13.304)	cum	495.00			
2	Plain cement concrete 1:3:6 nominal mix in foundation with crushed stone aggregate 40 mm nominal size mechanically mixed, placed in foundation and compacted by vibration including curing for 14 days.(MORTH 12-4-2100)	cum	68.00			
3	Reinforced Cement Concrete M 20 grade for side wall of drain including placing covering slabs as per Drawing and Technical Specifications But excluding reinforcement (12-8-1500,1700,2100)	cum	169.00			
4	Reinforced Cement Concrete M 20 grade for covering slab including placing covering slabs as per Drawing and Technical Specifications But excluding reinforcement (12-8-1500,1700,2100)	cum	18.00			
5	Supplying, fitting and placing HYSD bar reinforcement in sub-structure complete as per drawing and Technical Specifications (MORTH 13-6-1200 , 2200)	Tonne	18.00			
	Total					



Government of Kerala
Public Works Department

KERALA STATE TRANSPORT PROJECT



FORMAT OF CERTIFICATE

Annexure - 2

Certified that the works in respect of **Providing BC overlay at Kampancode, Valakom, Nellimoottipadi and Mithrapuram Junction in MC road and Construction of side drain at Kampancode Ch. 57/000 on** have been executed in accordance with the approved drawing and technical specifications.

Name & Designation

Place:

Date:

Signature
(Official address)

Office seal

PERFORMANCE BANK GUARANTEE

To _____ [name of employer]
_____ [address of employer]

WHEREAS _____ [name and address of contractor] (hereinafter called “the contractor”) has undertaken, in pursuance of contract No. _____ dated _____ to execute _____ [name of contract and brief description of works] (hereinafter called “ the contract”)

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee] ¹ _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee)¹ as aforesaid without your needing to prove or to show grounds or reason for your demand for the sum specified therein .

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until _____ (i.e.) 28 days from the date of expiry of the maintenance period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

1. An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the contract and denominated in Indian Rupees

VOLUME – I
SECTION-3
(Technical Specification)

TECHNICAL SPECIFICATIONS

1.0 PREAMBLE

1.1 The Technical Specifications contained herein shall be read in conjunction with the other Bidding Documents as specified in this Volume

1.2 Site Information

1.2.1 The information given hereunder and provided elsewhere is given in good faith by the Employer but the Contractor shall satisfy himself regarding all aspects of site conditions and no claim will be entertained on the plea that the information supplied by the Employer is erroneous or insufficient.

2. GENERAL REQUIREMENTS

The Technical Specifications in accordance with which the entire work described hereinafter shall be constructed and completed by the Contractor shall comprise of the following

2.1 Part - I- General Technical Specifications

The General Technical Specifications shall be the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (Fourth REVISION, August 2001) issued by the Ministry of Surface Transport (Roads Wing), Government of India and published by the Indian Roads Congress, hereinafter referred to as MORT&H Specifications.

2.2 Part-II-Supplementary Technical Specifications

The Supplementary Technical Specifications shall comprise of various Amendments/ Modifications/ Additions to the "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" referred to in PART - I above and Additional Specifications for particular item of works not already covered in Part - I

2.2.1 A particular Clause or a part thereof in "SPECIFICATIONS FOR ROAD AND BRIDGE WORKS" (Fourth REVISION, August 2001), referred in Part-I above, where Amended/ Modified/ Added upon, and incorporated in Part-II, referred to above, such Amendment/ Modification/ Addition supersedes the relevant Clause or part of the Clause.

2.2.2 When an Amended/Modified/Added Clause supersedes a Clause or part thereof in the said Specifications, then any reference to the superseded Clause shall be deemed to refer to the Amended/Modified/Added Clause or part thereof.

2.2.4 In so far as Amended/Modified/Added Clause may come in conflict or be inconsistent with any of the provisions of the MORT&H Specifications under reference, the Amended/Modified/Added Clause and the additional specifications shall always prevail.

2.2.6 In the absence of any definite provisions on any particular issue in the aforesaid Specifications, reference may be made to the latest codes and specifications of IRC and BIS in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice as approved by the Engineer and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

3 The specifications stand for some of the items which were not covered in the MOST specifications. It is made of STANDARD DATA BOOK-1965 of Public works Department (with corrections and modifications up to 31.12.1980). The other items which were not part of the above specifications may read as provided in the original BOQ

VOLUME – I
SECTION-4

DRAFT AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 200 _____, 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 PAYMENTS UNDER ITS CONTRACT:

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

The method of measurement of completed work for payment shall be in accordance with the "Standard Method of Measurement of the Specifications.

3.1 Payments 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 by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and

4. NOTICE BY CONTRACTOR TO ENGINEER

The second party, on the works reaching for completion and remedying any defects therein in conformity with the provisions of the contract in all respects, notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contract, 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 completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of completion certificate after due verification.

5. COMPLETION TIME

The works should be completed in **1 month** 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) 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.0.05% of the contract value of the works 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

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 Possession of the site will be handed over to the second party within **5 days** of signing of the agreement.
- 8.3 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.
- 8.4 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 road 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 road 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 tender, 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 expiry of maintenance period 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.

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.

VOLUME – II
DRAWING