



**Nālandā**  
UNIVERSITY

Rajgir, District: Nalanda, Bihar – 803 116

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**LIMITED TENDER ENQUIRY**

No. NU/NIQ/ENGG./MC/2016-17/01/251

Date: 21 July 2016

To

Dear Sir

On behalf of the Vice Chancellor, Nalanda University, Rajgir, Bihar, you are being invited to submit quotation for **"Construction of approach roads, development of the Parking areas and Foundation for Hanger (the Main Pandal), providing an opening in the Boundary wall & providing a new gate to facilitate the event of the University's First Convocation and Foundation Stone Laying Ceremony at the Nalanda University's Main Campus, Rajgir, Bihar – 803 116"**, as per the Schedule of Quantities enclosed herein below as Annexure I and as per the Terms & Conditions specified here under:

1. Last Date & Time for submission of quotations: 26 July 2016, 3:00 pm
2. Date & Time for opening of quotations: 26 July 2016, 3:30 pm
3. Venue for Submission & opening of Quotations: Nalanda University, At – Chhabilapur Road, Rajgir, District – Nalanda, Bihar – 803116.
4. Earnest Money Deposit: Rs. 30,000/- (Rupees Thirty thousand only) through DD/Bankers' Cheque/Pay Order from any Schedule Bank in favour of Nalanda University, payable at Rajgir, Bihar.
5. Contractor:  
The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
6. Mode of Submission:
  - a. The quotation may be sent by post or may be dropped in the Tender Box of the Nalanda University, Rajgir, placed in the Reception, on or before due date & time of receipt of offer as indicated above. Quotations which do not reach this office latest by 3:00 PM on the due date, will not be opened and will be summarily rejected. The Nalanda University will not be responsible for any delay in receipt of quotation by post whatsoever may be the reason.

b. The limited tender enquiry can also be downloaded from the University's official website [www.nalandauniv.edu.in](http://www.nalandauniv.edu.in) or <http://eprocure.gov.in/epublish/app> and the same shall be submitted in a sealed cover along with other prequalification documents. The Schedule of Quantities as per Annexure I shall be duly filled for the rates and signatures affixed wherever required. The sealed cover shall be super scribed with "**CONSTRUCTION OF APPROACH ROADS, DEVELOPMENT OF THE PARKING AREAS AND FOUNDATION FOR HANGER (THE MAIN PANDAL), PROVIDING AN OPENING IN THE BOUNDARY WALL & PROVIDING A NEW GATE TO FACILITATE THE EVENT OF THE UNIVERSITY'S FIRST CONVOCATION AND FOUNDATION STONE LAYING CEREMONY AT THE NALANDA UNIVERSITY'S MAIN CAMPUS, RAJGIR, BIHAR – 803 116**". The quotation shall be signed by a person legally authorized to enter into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder. If the bidder is an individual, the quotation along with the NIQ shall be signed by such individual above the full type written name and current address.

c. Copy of Certificates of PAN card, TIN/VAT registration and Service Tax registration shall be submitted along with the tender.

d. **WORK EXPERIENCE:**

The bidder must have satisfactorily completed at least three similar works each costing not less than Rs. 6.0 Lakhs (Rupees six lakh only) or completed two similar works each costing not less than Rs 9.0 Lakhs (Rupees nine lakh only) or completed one similar work costing not less than Rs. 12.0 Lakhs (Rupees twelve lakh only) during the last seven (7) years ending 30.06.2016.

For the purpose of this clause, "similar work" shall mean "**ANY WORK HAVING INVOLVEMENT OF MORE THAN 3000 (THREE THOUSAND) CUBIC METERS OF SUPPLY, SPREADING, WATERING AND COMPACTING OF SAND OR STONE CRUSHER DUST OR HAVING INVOLVEMENT OF EARTHWORK IN EMBANKMENT/SUBGRADE CONSTRUCTION IN ROAD PROJECTS OF MORE THAN 10000 CUBIC METERS, EXECUTED IN INDIA UNDER ONE AGREEMENT OR AS A PART OF AN AGREEMENT**",

A work completion certificate from the respective owner/client duly signed by the Executive Engineer or an equivalent officer mentioning the quantity executed or certified copy of the final bill shall be produced as proof.

e. **PERFORMANCE GUARANTEE:**

The bidder whose tender is accepted, will be required to furnish performance guarantee of an amount equal to 10% (Ten Percent) of the tendered amount within three working days from the issue of Letter of Intent. The performance guarantee shall be in the form of Demand Draft/Banker's Cheque/Pay Order/Fixed Deposit Receipt, in favour of Nalanda University payable at Rajgir, Bihar of any Scheduled bank. In case the tenderer fails to deposit the requisite performance guarantee within the period as indicated above, the EMD furnished by the bidder shall be

forfeited without any further notice to the bidder. The performance guarantee shall be returned to the contractor after 30 (thirty) days post successful completion of the work. After submission of the Performance Guarantee, the EMD submitted shall be returned to the Contactor.

- f. NALANDA UNIVERSITY will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. The University may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
- g. The cancellation of any document such as Power of Attorney, Partnership Deed etc. should be communicated by the Bidder to the NALANDA UNIVERSITY in writing well in time, failing which NALANDA UNIVERSITY shall have no responsibility or liability for any action taken by NALANDA UNIVERSITY on the strength of the said documents.
- h. Should the Bidder have a relative or relatives in NALANDA UNIVERSITY or one or more of its shareholders are a relative or relatives of the shareholder(s) employed in a superior capacity in NALANDA UNIVERSITY, the relevant authority inviting the quotations shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, NALANDA UNIVERSITY reserves the right to take any other action as it deems fit in accordance with any applicable Law, Rules, Regulations of the like in force.

#### **7. Validity of Quotations:**

The offer shall be kept valid for a period of 60 days (sixty days) from the date of opening of quotation.

#### **8. Prices:**

The Bidder should quote both in figures and in words (English) the rates for each item in the Schedule of Quantities (Annexure I). The amount for each item should be worked out and entered. The tendered amount for the work including any taxes applicable as extra shall be entered in the quotation both in figures and in words. The price part shall be duly signed and stamped on each page. Prices shall be quoted in Indian National Rupees (INR) only. In case there is a discrepancy/calculation mistake in the price bid submitted by the bidder, the rate quoted for each item shall be considered as basis of calculation for determining the total amount quoted.

#### **9. Billing & Payments:**

The Contractor shall submit the bill(s) / invoice(s) in a format to be decided between the NALANDA UNIVERSITY and the Contractor. The NALANDA UNIVERSITY shall release the payments within 15 Days from the date of receipt of the Bill(s)/ invoice(s) duly certified by Engineer incharge along with necessary supporting documents, if found in order. However, the sequence for releasing payments shall be as detailed below:

- a. 95% payment shall be released after completion of complete work in all respects.

- b. 5% payment shall be released after 60 days of successful completion of the works.

The tentative quantities are given in SOQ as Annexure –I. However the actual field joint measurement will be acceptable for payments of bills submitted.

**10. TIME SCHEDULE:**

The time stipulated for completion of works in all respect for **CONSTRUCTION OF APPROACH ROADS, DEVELOPMENT OF THE PARKING AREAS AND FOUNDATION FOR HANGER (THE MAIN PANDAL), PROVIDING AN OPENING IN THE BOUNDARY WALL & PROVIDING A NEW GATE TO FACILITATE THE EVENT OF THE UNIVERSITY'S FIRST CONVOCATION AND FOUNDATION STONE LAYING CEREMONY AT THE NALANDA UNIVERSITY'S MAIN CAMPUS, RAJGIR, BIHAR – 803 116** as detailed under Schedule of Quantity in Annexure I of this document is **20 (twenty) days** from issuance of letter of intent/work order.

Since the date of Convocation is fixed (27<sup>th</sup> August 2016) and there is a time constraint, the intended bidders are expected to be highly committed to perform in a very short period of time for completion of the works as stipulated in the Schedule of Quantities at Annexure I of this document.

**11. LIQUIDATED DAMAGE/PENALTY:**

Time is the essence of this contract. The works as stipulated in the Schedule of Quantities at Annexure I of this document shall be completed within the given TIME SCHEDULE as above under clause No. 10, failing which penalty will be imposed as decided by the Competent Authority at Nalanda University.

In addition to this the Engineer- in-Charge may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Owner, by a notice in writing to take the work / part of incomplete work of any item(s) out of his hands and shall have powers to:

- a) Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon and/or
- b) Carry out the part work/ part incomplete Work of any item(s) by any means at the risk and cost of the Contractor.

**12. NALANDA UNIVERSITY'S RIGHTS:**

NALANDA UNIVERSITY reserves the right to accept a quotation other than the lowest and to accept or reject any quotation in whole or part, or to reject all the quotations annul the process with or without assigning any reasons. The bidder shall indemnify the University against any claims in regard to submission of their bids in such circumstances.

**13. CONTRACT DOCUMENT:**

- a. The Bidder whose quotation has been accepted by NALANDA UNIVERSITY shall enter into a formal agreement with NALANDA UNIVERSITY on the date and place to be notified by NALANDA UNIVERSITY.
- b. Contract Document for agreement shall be prepared after award of work as intimated to the successful Bidder through a Letter of Intent. Until the final Contract Documents are prepared and executed, the NIQ together with the annexed documents and the Bidder's acceptance thereof shall constitute a bidding contract between the successful Bidder and NALANDA UNIVERSITY. The statement of Agreed Variations, if any, shall be prepared based on the finally retained and agreed deviations, all relevant correspondences, minutes of meetings, addendum / amendments issued by NALANDA UNIVERSITY. Above mentioned contract document shall supersede all correspondences and Minutes of Meetings (MOMs) etc. held between NALANDA UNIVERSITY and the Bidder prior to issue of Letter of Intent. Any deviations of stipulations made and accepted by NALANDA UNIVERSITY after award of the job shall be treated as amendments to the contract documents made as above.

**14. NALANDA UNIVERSITY shall have the power:**

- a. To make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Work, and
- b. To omit a part of the Work(s) in case of non-availability of a portion of the site or for any reasons, and Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted Work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main Work except as hereafter provided.
- c. The deviation/variation limit and extent of pricing beyond this clause for the work(s) of Supplying, spreading, watering and compacting Stone crusher dust shall be 100% (one hundred percent).

**15. Deviation, Extra items and Pricing:**

In the case of extra items (items that are completely new, and are in addition to the items contained in the contract) the contractor may within seven days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

**16. Deviation, Substituted items, Pricing:**

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned below:

- a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

**17. Acceptance:**

It is not binding to the University to accept the lowest or any tender. The Nalanda University reserves the right to accept or reject any offer at its option or place order with more than one supplier for full or part quantity of this enquiry without assigning any reason and the same shall be binding on suppliers unless otherwise stated in the offer. No correspondence shall be entertained on this account.

**18. Disputes:**

All disputes, if any, out of or in respect of this enquiry are to be settled at Rajgir or be tribunal only in any competent court situated at Rajgir/Patna, Bihar. Stated specifically to the contrary, it shall be deemed that you have agreed to all terms and conditions mentioned in the enquiry and the same shall be binding on you.

Enclosed: Annexure I – Schedule of Quantities

Sincerely



Officiating University Engineer  
Nalanda University, Rajgir  
District – Nalanda, Bihar



Annexure I

Schedule of Quantities

Sl No	Description	Unit	Quantity	Rate (Rs.)		Amount (Rs.)
				In Figure	In Words	
1	Supplying, spreading, watering and compacting Stone crusher dust finer than 3mm with not more than 10% passing 0.075 sieve finer than 3mm with not more than 10% passing 0.075 sieve for construction of temporary hanger, parking and approach roads.	Cum	1391.633			
2	Surface Drains in Soil (Construction of unlined surface drains of average cross sectional area 0.40 sqm in soil to specified lines, grades, levels and dimensions to the requirement of clause 301 and 309. Excavated material to be used in embankment within a lead of 50 metres (average lead 25 metres)	Meter	500			
<b>For making an opening in Boundary Wall and providing new gate:</b>						
3	Demolishing R.C.C. work including stacking of steel bars and disposal of unserviceable material within 50 metres lead.	Cum	3.825			
4	Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works	kg	636.340			
<b>Total =</b>						
<b>Taxes @ _____% as applicable =</b>						
<b>Grand Total =</b>						
<b>Amount in words :</b>						