



**Nālandā**  
UNIVERSITY

**Rajgir, District: Nalanda, Bihar – 803 116**

**Ph. No: 06112 255330**

**Web: [www.nalandauniv.edu.in](http://www.nalandauniv.edu.in)**

## **Limited Tender Enquiry**

No. NU/ACIAR/2019-20/20/69/Ele

Date: 30<sup>th</sup> July 2019

Registration with M/s ITI Ltd: - Intending bidders are requested to register themselves with M/s ITI Ltd (if not registered earlier) through <https://nalandauniv.euniwizarde.com> for obtaining user-id, by paying a registration fee (As given in the e-portal), online tender processing fee etc. Bidders are also required to obtain Digital Signature for participating in the e-tender.

E-Tender Processing Fee (As given in the e-portal), pay to "ITI LTD". Through e-payment gateway.

For participating in the e-Tendering process of Nalanda University, Rajgir, Bihar, the contractor shall have to get them registered on the site <https://nalandauniv.euniwizarde.com> by making required payment through only online payment mode so that they will get user ID and Password. This will enable them to access the website, <https://nalandauniv.euniwizarde.com> with the help of Digital Signature by which they can participate in e-Tender of Nalanda University, Rajgir, Bihar. For this intending bidder may contact following e-Wizard Helpdesk numbers.

1. E-Wizard Helpdesk  
1st floor, M-23, Road No. - 25,  
Near SBI Sri Krishna Nagar, Patna-800001.  
Phone No.: 0612-2520545, 8448288982 8448288984, 8448288985,8448288986,
2. E-Wizard Helpdesk  
A-41 Himalaya House 23, K G Marg  
New Delhi -110001, Phone No. 011-49606060

The intending bidder must have valid Class-III (Signing + Encryption) Digital Signature to submit the bid online. For this intending bidders may contact above mentioned helpdesk numbers.

To

1. (As per list Attached)
2. Notice Board(NU)
3. Website of NU & CPPP
4. Notice board of the SDM, O/o The SDM Rajgir, District Nalanda
5. Notice Board(Nagar Panchayat), O/o Executive officer, Nagar Panchayat , Rajgir
6. Open for all Eligible and Interested Bidders.

Dear Sir(s)/Madam/ (M/s)

On behalf of the Vice Chancellor, Nalanda University, Rajgir, Bihar, bidders are being invited to submit your bid/tender for drilling of 8 borewells upto 400 feet depth in the villages of Rajgir block, situated in Nalanda district as per the Terms & Conditions specified here under:

**1. A brief details of this E-Tender are as follows:**

Name of Work	Drilling of 8 borewells of upto 400 feet depth in the villages Block Rajgir, District Nalanda, Bihar – 803116.
Type of E- Tender	Two Bid System
Security Deposit (including Security Money Deposit)	Rs. 20,000/- (Twenty Thousand Only) *
Tender document Fee	Rs. 500/-(Five hundred Only)*
Portal Registration Charge	As given in the e-portal
Performance Guarantee	None
Time of Completion	6 months from issuance of Letter Of Intent
Tender Publishing Date/Date of uploading of Tender/Tender submission start date	01 <sup>st</sup> August 2019
Last Date & Venue of Submission of Tender	21 <sup>st</sup> August, 15:00 Hours at Nalanda University's Interim Campus, Rajgir.
Date & Time of opening Technical Part (Eligibility Documents)	22 <sup>nd</sup> August 2019, 15:30 Hours
Tender download from	<a href="http://www.nalandauniv.edu.in">www.nalandauniv.edu.in</a>
Reference NIT No	Tender No: NU/ACIAR/2019-20/20
Estimated Cost (Approximately)	14.40 Lakhs
Remark	None

\* Security Deposit: Rs. 20000.00/- (Rupees Twenty Thousand Only) through DD/FDR from any Scheduled bank in favour of "Nalanda University", payable at Rajgir. This security deposit will be waived off for the small and medium scales enterprises(MSME registered).

2. Venue for Submission & opening of Tender: Nalanda University, At – Chhabilapur Road, Rajgir, District – Nalanda, Bihar – 803116. Physical submission of the same as uploaded on E-portal in the "Tender Box" kept at the reception, interim campus of Nalanda University.
3. (I) Online item rate tenders are invited by the Nalanda University, from eligible registered CPWD contractor in Civil works category OR Contractor having Civil Licence OR Civil Contractor registered in Central/State Civil department OR reputed eligible contractors should have satisfactorily completed three similar works each costing not less than 40% of Estimated Cost and not less than 80 % (Round off to next available higher capacity) as specified/proposed in this NIT. The firm should not be black listed anywhere in government department. For the purpose of this clause, "similar work" shall mean any project executed in India under one agreement. The work completion certificate shall be issued from the rank not below Executive Project.

**(4.1.a) Financial strength criteria for reputed eligible contractors (This criteria is not required for “registered CPWD contractor in Civil works category, Contractor having Civil Licence and Civil Contractor registered in Central/State Civil departments):**

The tenderer shall have minimum gross average annual financial turnover not less than of Rs. 7 lakhs (Rupees Seven Lakhs) during the last three financial years ending 31st March 2019. The statement showing the gross average annual financial turnover duly audited by a Chartered Accountant or Income Tax Return of last three assessment years shall be furnished by the tenderer. A certificate from a Chartered Accountant duly certifying that, the tenderer have not incurred any loss in more than two (2) years during the immediate last three financial years shall be furnished by the tenderer.

**FORM A**

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED & PROJECT SPECIFIC WORK DURING THE LAST SEVEN YEARS ENDING 29 June 2019

A	B	C	D	E	F	G	H	I	J
---	---	---	---	---	---	---	---	---	---



Sr.No	Name of work/project and location	Owner or sponsoring organization	Cost of work in Lacs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details*	Name and address / telephone number of officer to whom reference may be made	Remarks
1									
2									
3									

Certified that the above list of works is complete and no work has been left undisclosed and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

SIGNATURE OF TENDERER (S)

Seal of tenderer

Date of submission

**FORM B (On respective owner's letterhead)**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM A**

1	Name of work/ Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Tendered Cost	
5	Date of Start	
6	Date of completion	
	i) Stipulated Date of Completion	
	ii) Actual Date of Completion	
7	Amount of compensation levied for Delayed completion, if any.	
8	Amount of reduced rate items, if any.	
9	Performance Report	
	1) Quality of Work	Very Good/Good/Fair/Poor
	2) Financial Soundness	Very Good/Good/Fair/Poor
	3) Technical Proficiency	Very Good/Good/Fair/Poor
	4) Resourcefulness	Very Good/Good/Fair/Poor
	5) Company / Personal establishment during work.	Very Good/Good/Fair/Poor
	6) General Behavior	Very Good/Good/Fair/Poor

Dated:

Stamp:

Signed by Ex. Project or equivalent and attested by first class judicial magistrate or equivalent or Group A Gazetted officer of Central or any State Government or equivalent.

Certified that the above information is complete and that the information furnished above is true, correct and not misleading to my/our knowledge and belief.

**4.II** Intending tenderers are advised to ensure that they meet the minimum pre-qualification as well as technical eligibility criteria as per the detailed terms and evaluation parameters enumerated in this document before they submit their tender documents.

**The tender shall be accompanied with the following self-certified documents with seal and signature:**

- a. **Sealed Envelope -1;** marked as "**Eligibility Documents**" with name of Work, shall contain the following :
    - i. Demand Draft against the Earnest Money Deposit / SECURITY DEPOSIT (Rs 20,000)\*
    - ii. The Tender Processing Fee (Rs 500 only)\*
    - iii. In order to acceptance this NIT entire page dully sealed and signed by the bidders along with affidavit-(for affidavit format being provided below in this NIT).
    - iv. Copy of Certificates of PAN card, Service Tax registration and valid civil licence/work registration in State/Central Civil departments/Registered in CPWD Civil works/ Eligibility documents of reputed eligible contractors (*Other than "registered CPWD contractor in Civil works category, Contractor having Civil Licence and Civil Contractor registered in Central/State Civil departments*), as specified above in clause 4.I.

\* Exempted for MSME registered enterprises.
  - b. **Sealed Envelope -2;** marked as "**Financial Bid**" with name of Work, shall contain the following :
    - I. Price bid in provided format of SOQ(Annexure-I) and this envelope shall be opened only after fulfilment of the eligibility document as listed in envelope-1 and accepted by Nalanda University.
4. An agreement shall be executed by and between the Nalanda University and the successful tenderer in the given format as per the terms and conditions stipulated in the tender documents. The rates shall be quoted by the tenderer as per various terms and conditions of this document, which shall form part of the agreement.
5. Mode of Submission: Physical submission of the same as uploaded on E-portal.
- a. The sealed envelope may be sent by post (Address: ACIAR Project, Nalanda University, Rajgir, Dist – Nalanda, Bihar 803116) or may be dropped in the Box of the Nalanda University, Rajgir, placed in the Reception, on or before due date & time of receipt of offer as indicated above. Tender 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.
- 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 "**DRILLING OF BOREWELLS FOR ACIAR PROJECT**". The bid 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 tender documents along with the NIT shall be signed by such individual above the full type written name and current address.

Copy of Certificates of PAN card, TIN/VAT/GST registration Service Tax registration and valid civil licence/work registration in State/Central Civil departments are to be submitted along with the tender.

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.

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.

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 Tender 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.

**6. Validity of Tender:**

The offer shall be kept valid for a period of 90 days (Ninety days) from the date of opening of price bid.

**7. 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 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.

**8. Billing & Payments:**

The Contractor/vendor 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 21 Days from the date of successful completion of each phase of Drilling work and after submission of the Bill(s)/ invoice(s) duly certified by ACIAR project in charge along with necessary supporting documents, if found in order. Each phase may involve drilling of 3-5 bore wells or Running account monthly basis as mutually agreed upon, as the case may be.

TERMS OF PAYMENT: The payment to the contractor/vendor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment during the contract shall be made through account payee cheque/ RTGS only.

**Currency of Payment:** - All payment under the contract shall be in Indian Rupees only.

The payment of contract price shall be made by the Finance Section (Bills) of NU on approval from competent authority, after completion of all contractual formalities as per given schedule hereunder below in all respect.

- i) Variation in Duties & Taxes: As applicable as per CPWD Works manual 2019, GCC.
- ii) The security deduction shall be applicable as mention in this documents.
- iii) The tentative quantities are given in SOQ as Annexure –I. However the actual joint measurement of work done will be acceptable for payments of bills submitted.

**9. Nalanda University's Rights:**

- (i) NALANDA UNIVERSITY reserves the right to accept a tender other than the lowest and to accept or reject any quotation in whole or part, or to reject all the Tender received with or without assigning any reasons.
- (ii) University reserves right to stop the work or cancel the contract or part of the contract without assigning any reason.

**10. Quantity variation and Extension Order:**

- a. **Quantity variation:** Additional quantity other than SOQ: Nalanda University reserves right to place an extension order for any additional quantity to extent of 100% quantity or part thereof of the original order on the same rates subjected to the condition within one year from date of order. However payment will be based on actual measurement of work.
- b. **Repetition of order:** If required, Nalanda University reserves right to place 100% extension order or part hereof awarder work order on company subjected to the condition within one year from date of order.

**11. Acceptance:**

It is not binding to the University to accept the lowest or any. 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.

**12. 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, Nalanda district, 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.

**13. Milestone:**

Milestone1	Drilling of 3 borewells within first one month after tender allotment*
Milestone 2	Drilling of remaining 5 borewells within 6 months after tender allotment*

\* Modification can be made after the discussion with Project In-charge.

NOTE: The owner or project-in-charge reserve the rights to re-schedule the intermediate milestones as per project requirement.

**14. GENERAL CONDITIONS OF CONTRACT**

**In line with the CPWD, General Conditions of Contract of 2014 with amendments up to the last date of submission of bids, however the main terminologies are described below:-**

**15.1: DEFINITIONS:**

15.1.1 The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority on behalf of the Nalanda University and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Project-in- Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

15.1.2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- a. **Work:** The expression work or works shall, mean unless there be something either in the subject or context repugnant to such drilling of bore wells the context otherwise requires be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- b. **Site:** The Site shall mean the land, adjacent land, path, street or other places, the exclusive right and/or the ownership of which vests with Nalanda University through which work is to be executed under the contract and which may be allotted or used for the purpose of carrying out the work(s) under the contract.

- c. 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.
- d. Owner/ Owner: Owner shall mean Nalanda University, Rajgir, Bihar.
- e. Project-in-Charge: Project-in-Charge (PIC) shall mean the authorized representative appointed by the Owner, who shall supervise and be in charge of the work. Project-in-Charge will administer the contract with the assistance of his authorized subordinate Projects.
- f. Accepting Authority: Accepting Authority shall mean the Vice Chancellor, Nalanda University, Rajgir, and Bihar.
- g. Excepted Risk: Excepted Risk are risk due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Owner damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority (i.e. either the Owner or an Agency appointed by the Owner) or causes solely due to use or occupation by Owner of the part of the Work in respect of which a certificate of completion has been issued or a cause solely due to Owner's faulty design of works or any loss in accident at the site of drilling.
- h. Tendered value: Tendered value / Contract value means the value of the entire Work as stipulated in the letter of award.
- i. Date of commencement of work: The Date of commencement of work shall be the date when contract comes into existence i.e. the date the Letter of Acceptance by NU is awarded or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicted in the tender document.
- j. Samples: Samples are physical samples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. During the drilling, soil samples at every 1 foot will be kept safe to be handed to the assigned person by the university.
- k. Milestones: Milestones described are phases of work completion. Milestone-1 will be completion phase-1 works i.e. drilling of 3 deep borewells within first month of tender allotment and Milestone-2 will be completion phase-2 works i.e. drilling of remaining 5 deep borewells within 6 months after the tender allotment.
- l. Works to be carried out: The Work to be carried out under the Contract shall, except as otherwise provided in these conditions shall include all labour, materials, tools and plants, equipment and transport to be provided at the cost and expense of the Contractor which may be required in preparation of and for and in the full and entire execution and completion of the Works.
- m. Sufficiency of Tender: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities and Tender Documents, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.
- n. Discrepancies and Adjustment of Errors: The several documents forming the Contract are to be taken as mutually explanatory of one another.
- n. Latest Indian Standard, Specifications of B.I.S., Indian Civil Act, REC, SBPDCL/CPCB norms CPWD TS and work manual etc.

If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

Any error in description, quantity or rate in Schedule of Quantities or any Omission there from shall not vitiate the Contract or release the Contractor from the execution of the

whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

## **15.2: CLAUSES OF CONTRACT:**

- a. **SECURITY/ EARNEST MONEY DEPOSIT (EMD):** The security/ EMD money is paid by each tenderer to enable the Owner to ensure that a tenderer does not back out of his tender before its acceptance, or refuse to execute the work after it has been awarded to him.

Security Money/EMD can be paid in the form of a Receipt of Treasury Challan/Deposit at Call receipt/ Demand Draft/FDR or Pay order or Banker's Cheque of any Scheduled bank drawn in favour of "Nalanda University" payable at Rajgir.

Security Money/EMD will be returned to the unsuccessful tenderers within a week from the date of award of tender. Entry of Demand Draft received as security money with the tenders may be kept in the Tender Opening Register, and these need not be deposited in the bank except for the successful tenderer. The security money will be returned to the successful tenderer after he/she furnishes Performance Guarantee and duly enters into the contract within such time as per Schedule-F, the successful tenderer shall furnish the required Performance Guarantee and attend the office of the NU for execution of the contract documents. The schedule F is indicated below:

### **(1) Definitions:**

Sr. No	DESCRIPTION	DETAILS
1	Owner	Vice Chancellor, Nalanda University, Rajgir, Bihar
2	Project In charge	ACIAR project team member, Nalanda University RAJGIR, BIHAR
3	Accepting Authority	Vice Chancellor, Nalanda University Rajgir, Bihar
4	Rates considered for Estimate	Market Rates as applicable.
5	NU	Nalanda University, Rajgir District Nalanda(Bihar)
6	CPWD	Central Public Works Department (Govt. of India)

### **(2) Compensation for Delay**

1	Authority for fixing compensation under its clause	VC, Nalanda University, Rajgir, District Nalanda (Bihar)
---	--	--

### **(3) Time and Extension for Delay**

1	Number of days from the date of issue of letter of acceptance for reckoning date of start.	20 (Twenty) days.
---	--	-------------------

- b. Forfeiture of EMD/Security Money:** If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Nalanda University, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said security money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

If the contractor fails to furnish the prescribed performance guarantee within the prescribed period, the security money is absolutely forfeited automatically without any notice.

In case the tenderer fails to commence the work specified in Schedule-F or such time period as mentioned in letter of award, after the date on which the Project-in-charge issues written orders to commence the work, or from the date of handing over of the site, whichever is later, the NU shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the security money absolutely.

If only a part of the work as shown in the tender is awarded, and the contractor does not commence the work, the amount of the security money to be forfeited should be worked out with reference to the estimated cost of the work so awarded.

In case of forfeiture of security money as prescribed in above, the tenderer shall not be allowed to participate in the retendering process of the work.

**c. Compensation for Delay:**

If the contractor fails to maintain the required progress in terms of clause (Time and Extension for delay) or to complete the work and clear the site on or before the contract or extended date of completion, she/he shall, without prejudice to any other right or remedy available under the law to the Owner on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in General Rules & Directions (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause (Time and Extension for delay) or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work @ 1.0 % per month of delay to be computed on per day basis.

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% (Ten Percent) of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with Nalanda University.

In the event of any default of non-payment of such compensation by the Contractor, the Owner shall be fully authorized and entitled to recover such amount of compensation from the bill amounts due payable by the Owner to the Contractor.

The completion period of the entire work shall be as stipulated in the schedule. The time limit specified above and as approved in writing by Nalanda University, shall be strictly adhered to and followed. In case of delay, Liquidated Damages will be applicable, item wise and against item wise time schedules. Accordingly the Damages will be based on the value of the Item for which delay has occurred.

The penalty shall be recoverable from the Security Deposit provided by the Contractor and if the Security Deposit is not sufficient, then from the Performance Bank Guarantee or any sum payable to the Contractor under this Contract with the Nalanda University

a. When Contract can be terminate

Subject to other provisions contained in this clause, the Nalanda University may without prejudice to any other rights or remedy contained in this Agreement against the Contractor in respect of any delay, inferior workmanship or any claims for damages and/or any other provisions of this contract or otherwise, whether or not the date of completion has or has not elapsed, may terminate the contract by notice in writing absolutely in any of the following cases:

- (i) If the contractor having been given by the Project-in-Charge a notice in writing to rectify, re-electrification or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman like manner or shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the Contractor has, without reasonable cause suspended the progress of the Work or has failed to proceed with the work with due diligence so that in the opinion of the Project-in-Charge (whose decision shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so even after a notice in writing of seven days from the Project-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Project-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Project-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract.
- (vi) If the contractor shall enter into a contract with Owner in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Project-in-Charge.
- (vii) If the contractor shall obtain a contract with Owner as a result of wrong tendering or other non-bonfire methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or re-electrification) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the Contractor being a company shall pass a resolution for winding-up, or the court shall make an order that the company shall be wound up or if a receiver, or a manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager, or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to

be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Project-in-Charge.

When the Contractor has made himself liable for action under any of the cases aforesaid, the Project-in-Charge on behalf of the Nalanda University shall have powers:

(i) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Project-in-Charge shall be conclusive evidence). Upon such determination, the Security Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Owner.

(ii) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of any one or more of the above course(s) of action(s) being adopted by the Project-in-Charge the Contractor shall have no right to claim compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagement or made any advances on account or with a view to the execution of the Work or the performance of the contract. In the event action is taken under any of the provisions aforesaid, the Contractor shall neither be entitled to recover nor be paid any sum for any work thereof actually performed under this contract unless and until the Project-in-Charge has certified in writing the performance of such Work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

b. Work cannot be Started Due to Reasons not Within the Control of the Contractor.

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Security Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

c. Contractor Liable to Pay Compensation even if Action not taken as Clause (Work cannot be Started Due to Reasons not Within the Control of the Contractor).

In any case in which any of the powers conferred upon the Project-in-Charge by Clause (when contract can be determined) thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Project-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Project-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Project-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Project-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Project-in-Charge

may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Project-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

d. Time and Extension for Delay

The time allowed for execution of the Works as specified in the time frame or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in tender or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Owner shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security money & performance guarantee absolutely.

As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Project in charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Owner and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programmed has been agreed upon) complete the work as per mile stones given in tender.

If the work(s) were delayed by: -

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other contractors or tradesmen engaged by Project-in-Charge in executing work not forming part of the Contract, or
- (vi) Any other cause which, in the absolute discretion of the Project-in-Charge is beyond the Contractor's control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in tender. The contractor shall nevertheless use constantly his best endeavours to prevent the delay in overall completion of the work or make good the delay and shall do all that may be reasonably required to the satisfaction of the Project-in-Charge to proceed with the works.

Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule-F. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the authority as indicated in General Rules & Directions may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Project in charge /authority as indicated in tender in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Project in authority as indicated in Schedule-F and this shall be binding on the contractor.

**d. Measurement of Work Done**

Project-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of Work done.

All measurement of all items having financial value shall be entered in Measurement Book and/or level field-books complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Project-in-Charge or his authorized representative and by the Contractor or his authorized representative from time to time during the progress of the Work and such measurements shall be signed and dated by the Project-in-Charge or their authorized representative and the Contractor or their authorized representatives in token of their acceptance. If the Contractor objects to any of the measurements recorded, a note shall be made to that effect along with reasons and signed by both the parties.

If for any reason whatsoever, the Contractor or his authorized representative is not available and the Work of recording measurements is suspended by the Project-in-Charge or his authorized representative, the Owner shall not entertain any claim from the Contractor for any loss or damages on this account. If the Contractor or his authorized representative does not remain present at the time of such measurements after the Contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Project-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The Contractor shall, without any extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the Work expressly shows to the contrary, measurements shall be taken Generally in accordance with the mode of Measurements stipulated in IS 2800-1 applicable as per CPWD guidelines with their latest revision for all items of works and with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give notice of not less than seven days in writing to the Project-in-Charge or his subordinate in-charge of the Work before covering up or otherwise placing beyond the reach of measurement any Work in order that the same may be measured and correct dimensions thereof may be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up any Work without the consent in writing of the Project-in-Charge or his subordinate in charge of the Work and 'if any Work shall be covered up or be placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at Contractor's expense or in default thereof no payment or allowance shall be made for such Work or of the material with which the same was executed.

Project-in-Charge or his authorized representative may cause either themselves or through another officer of the Authority to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that recording of measurements of any item of Work in the measurement book and/or its payment in the interim bill, on account bill or final bill shall not be considered as conclusive evidence as to the sufficiency of any Work or material to

which it relates nor shall it relieve the Contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

**e. Computerized Measurement Book**

Project-in-Charge shall, except as otherwise provided, ascertain and determine by measurement of the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format suggested by the Project in charge so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Project-in-Charge or his authorized representative as per interval or program fixed in consultation with Project-in-Charge or his authorized representative. After the necessary corrections are made by the Project-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Project-in- Charge for the dated signatures by the Project-in- Charge and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Project-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes, as may be done during these checks/test checks in his draft computerized measurements, and submit to the Project in Charge computerized measurement book, duly bound, and with its pages machine numbered. The Project-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the Project in charge.

The contractor shall also submit to the Project in charge separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the "bill. Thereafter, this bill will be processed by the Project in Charge and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Project-in-Charge or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to the Project-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement

any work without consent in writing of the Project-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Project-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Project-in-Charge or his authorized representative may cause either themselves or through another officer of the Authority to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period

**f. Materials supplied by Owner**

No material is planned to be procured by the Owner for supply to the contractor however in case of any subsequent mutual understanding entered into between the Owner and the Contractor, it is decided that certain materials are to be supplied by the Owner to the Contractor in to the best interest of the Project, the modalities for such Owner supplied material shall be as per mutual understanding between the Owner and the Contractor.

**g. Materials to be provided by Contractor**

The contractor shall, at his own expense, provide all materials, required for the works other than those, which are stipulated, to be supplied by the Owner.

The contractor shall, at his own expense and without delay, submit to the Project-in-Charge samples of materials to be used on the work and shall get these approved in advance from Design consultants. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Project-in-Charge furnish proof, to the satisfaction of the Project-in-Charge/ that the materials so comply. The Project-in-Charge shall within ten days of submission of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Project-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Project-in-Charge shall be issued after the test results are received.

**h. Mobilization Advance**

No mobilization advance shall be paid for this work.

### **15.3 Payment on Account of Increase in Prices/Wages due to Statutory Order(s):**

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause (Payment due to variation in prices of materials after receipt of tender) here below and not being a material supplied from the Project in-Charge's stores and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause (Time and

Extension for Delay) of the contract without any action under clause (Compensation for delay), then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered amount).

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause (Payment due to variation in prices of materials after receipt of tender) here below and not being a material supplied from the Project in-Charge's stores and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty), Government shall in respect of materials incorporated in the works (excluding the materials covered under Clause (Payment due to variation in prices of materials after receipt of tender) here below and not being material supplied from the Project-in-Charge's stores and/or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of clause (Time and Extension for Delay) of the contract without any action under clause (Compensation for delay).

Project-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.

The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/or wages of labour, give notice thereof to the Project-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

The service tax shall be paid by the contractor, if any and that shall be reimbursed to the contractor by finance department of Nalanda University after submission of valid and applicable proof of service tax deposited.

#### **15.4 Work to be executed in Accordance with Specifications, Drawings, and Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing given by Project-In-Charge in respect of the work and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of electrification.

#### **15.5 Carrying out part work at risk & cost of contractor.**

### If Contractor

- i. At any time makes default in processing the Work(s) or any part of the Work with the due diligence and continues to do so after a notice in writing of 7 days from the Owner/Project-in-Charge; or
- ii. Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Owner/Project-in-Charge; or
- iii. Fails to complete the Work(s) or items of Work, with individual dates of completion, on or before the date(s) of completion assigned to them, and does not complete them within the period specified in a notice given in writing in that behalf by the Project-in-Charge.

The Project- in-Charge without invoking action under clause (when Contract can be determined) 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 part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- a) Take possession of the site and any materials, implements, 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.

The Project-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Owner because of action under this clause shall not exceed 10% (Ten Percent) of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Project-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Authority are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Owner in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Owner as aforesaid after allowing such credit shall without prejudice to any other right or legal remedy available to Owner as per agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

In the event of above course being adopted by the Project-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

Where the Contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing balance work and any other work for NU.

In the event of above course being adopted by the Project-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or

procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

## **15.6 Suspension of Work**

(i) The Contractor shall, on receipt of the order in writing of the Owner/Project-in-Charge (whose decision shall be final and binding on the Contractor) suspend the progress of the Works or any part thereof for such time and in such manner as the Project-in-Charge may consider necessary so as not to cause any damage, harm or injury to the Work already completed or endanger the safety thereof for any of the following reason:

1. On account of any default on the part of the Contractor or;
2. For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
3. For safety of the Works or part thereof.

The Contractor shall, during such suspension, properly protect and secure the Work(s) to the extent necessary and carry out the instructions given in that behalf by the Project-in-Charge.

(ii) If the suspension is ordered for reasons as per (b) and (c) of para (i) above;

- a. The Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% for completion of the item or group of items of Work(s) for which a separate period of completion is specified in the contract and of which the suspended Work forms a part, and;
- b. If the total period of all such suspensions in respect of an item or group of items or Work(s) for- which a separate period of completion is specified in the contract exceeds thirty days, the Contractor shall, in addition to the compensation payable under the Contract be entitled to such compensation as the Project-in-Charge may consider reasonable in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension by adding thereto 2% to such compensation payable to cover indirect expenses of the Contractor; provided the Contractor submits his claim supported by details to the Project-in-Charge within fifteen days of the expiry of the period of 30 days.

(iii) If the Work(s) or part thereof is suspended on the orders of the Project-in-Charge for more than three months at a time, except when suspension is ordered for reason as per para (i) (a) above, the Contractor may after receipt of such order serve a written notice on the Project-in-Charge requiring permission within fifteen days from receipt by the Project-in-Charge of the said notice, to proceed with the Work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time the Contractor, if he intended to treat the suspension, where it affects only a part of the Works as an omission of such part by the Owner or where it affects whole of the Works, as an abandonment of the Works by the Owner, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Project-in-Charge. In the event of the Contractor treating the suspension as an abandonment of the contract by the Owner, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of Work in full, but which he could not derive in consequence of the abandonment. The Contractor shall, however, be entitled to such compensation, as the Project-in-charge may consider reasonable in respect of salaries and or wages paid to his employees and labour at site remaining idle in consequence by adding 2% to the total thereof to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Project-in-Charge within 15 days of the expiry of the period of 3 months.

Provided, further, that the Contractor shall not be entitled to claim any compensation from NU for the loss suffered by him on account of delay by NU in the supply of materials where such delay is covered by difficulties relating to the supply of wagons, force majeure including non-allotment of such materials by controlling authorities, acts of God, acts of enemies of the state/country or any reasonable cause beyond the control of the Owner.

### **15.7 Action in case work not done as per Specifications**

All Works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the Project-in-charge, their authorized subordinates in charge of the Work and the Contractor shall at all times during the usual working hours and at all other times prior to a reasonable notice of the visit of such officers has been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractors agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Project-In-Charge or their authorized subordinates in charge of the Work(s), that any Work(s) has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles of inferior quality, to those contracted, the Contractor shall on demand in writing, which shall be made within six months of the completion of the Work by the Project-in-Charge, remove and reconstruct Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper Contractor and suitable materials or articles at his own charge and cost. In the event of failing to do so within a period specified by the Project-in charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause of the Contract (for non-completion of the work in time) for such default.

In such case the Project-in Charge may not accept the item of Work at the rates applicable under the contract, but may accept such items at reduced rates as the Project-in-Charge may consider reasonable during the preparation of on account bills or final bill, if the item is so acceptable without detriment to the safety and utility of the item and the structure or he/she may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or remove and re-executed at the risk and cost of the same will be final and binding on the contractor.

### **15.8 Contractor Liable for Damages/ Defects during defects liability period**

In the event the Contractor or his working people or servants shall break, deface injure or destroy any part of building in which they may be working, or any building road, road curb, fence, enclosure, water pipe, cables, drains, electric or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work any part is being executed, or if any damage shall happen to the Work while in progress, from any cause whatsoever, or if any defect, shrinkage or other faults appear before completion of scoped work after a certificate final or otherwise of its completion has been given by the Project-in charge as aforesaid arising out of defect or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf by the Project-in-Charge make the same good at his own expense. In default of the Contractor to make such payments, the Project-in Charge shall cause the same to be made good by other workmen and deduct the expense incurred from any sums that may be due and payable to the Contractor either from the bills due and payable to the Contractor or from his security deposit. The security deposit of the contractor shall not be refunded before the expiry of defects liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

In case of Maintenance and Operation works of E&M services, the security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the maintenance contract whichever is earlier.

### **15.9 Contractor to provide tools & plants etc.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Owner), machinery, tools & plants as specified in Schedule-F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Project-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials.

Failing his so doing, the same may be provided by the Project-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

### **15.10 Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Owner is obliged to pay compensation to workman employed by the contractor, in execution of the works, Owner will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Owner under sub-section (2) of Section 12, of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Owner to the contractor whether under this contract or otherwise. Owner shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Owner full security for all costs for which Owner might become liable in consequence of contesting such claim.

### **15.11 Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Owner is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the C.P.W.D. Contractor's Labour Regulations, or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by C.P.W.D. Contractors, Owner will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Owner under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Owner to the contractor whether under this contract or otherwise. Owner shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Owner full security for all costs for which Owner might become liable in contesting such claim.

### **15.12 Labour Laws to be complied with, by the Contractor**

The contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Electrification Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Electrification Workers Welfare Cess Act, 1996.

Child Labour:

No labours below the age of fourteen years shall be employed on the work.

Payment of wages:

(i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Authority contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

(iv) (a) The Project-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Project-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Project-in-Charge concerned.

(v) The contractor shall comply with all the Central, State Laws & other statutory and regulatory provisions and Rules including but not limited to the provisions of the Payment of Wages Act, 1936, Minimum Wages Act 1948, Minimum Wages (Central) Rules, 1950, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Child Labour (Prohibition and Regulation) Act, 1986 and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

(vi) The contractor shall indemnify and keep indemnified Owner against payments to be made under and for the observance of the laws aforesaid.

(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar (head of the labour Gang) and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Project-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

### **Employment of skilled/semi-skilled workers**

The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC, National Electrification Act or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, it's scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Project in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Project in-Charge. Failure on the part of contractor to obtain approval of Project-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Project in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

### **15.13 Minimum Wages Act to be complied with**

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

### **15.14 Work not to be sublet**

The contract shall not be assigned or sublet without the written approval of the NU. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any officer or person in the employ of Owner or any of its formally appointed consultants in any way relating to their office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Project-in-Charge on behalf of the NU shall have power to adopt the course specified in Clause (when contract can be determined) hereof in the interest of Owner and in the event of such course being adopted, the consequences specified in the said Clause shall ensue.

### **15.15 Compensation**

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Owner without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

### **15.16 Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the Owner shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause (Work not be sub late in case of insolvency) hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause (Work not be sublet in case of insolvency)

### **15.17 Works to be executed under the Contract**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Project-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

### **15.18 Settlement of disputes & Arbitration**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the Work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or in relation to the contract, design, drawings, specification, estimates, instructions, orders or these conditions or otherwise concerning the Work or the execution or failure to execute the same whether arising during the progress of the Work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

15.18.1 If the Contractor considers any Work demanded of him to be outside the requirements of the Contract, or disputes any drawings, record or decision given in writing by the Project-in-Charge on any matter in connection with or arising out of the contract or carrying out of the Work to be unacceptable he shall promptly within 15 days request the Owner in writing for written instruction or decision on such matters. Thereupon, the Owner shall give his written instructions or decisions within a period of one month from the receipt of the Contractor's letter.

If the Owner fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Owner, the Contractor may, within 15 days of the receipt of the Owner's decision, give notice to the Owner to appoint an Arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the Arbitrator.

15.18.2 Except where the decision has become final, binding and conclusive in terms of Sub Para (A) above disputes or differences other than those, which have become final binding and conclusive shall be referred for adjudication through Arbitration.

It is a term of this Contract that the party invoking Arbitration shall give a list of disputes with amounts claimed there under in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the rejection by the Owner of the appeal.

It is also a term of this contract that If the Contractor does not make any demand for appointment of an Arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the claim of the Project-in-Charge, that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Owner shall be discharged and released of all liabilities under the contract in respect of these claims.

All disputes, differences or disagreements arising out of, in connection with or in relation to this Agreement, which cannot be amicably settled, shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and rules made there under from time to time. Both parties shall be entitled to appoint an arbitrator each and such arbitrators shall jointly appoint a third arbitrator to be known as the Sole Arbitrator.

The venue of arbitration shall be Rajgir, Bihar or such other place as may be mutually agreed between the parties and the language of arbitration shall be English. The award shall be rendered in English language.

It is also a term of this contract that the Arbitrators shall adjudicate on only such disputes as are referred to them and shall give separate award against each dispute and claim referred to them, and in all cases where the total amount of the claims by any party exceeds Rs.1, 00,000/- the Arbitrators shall give reasons for the award so made.

It is also a term of the contract that if any fees and other expenses payable to the Arbitrator shall be borne and paid equally by both the parties.

It is also a term of the contract that the arbitrators shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The fees, if any, of the arbitrators shall, if required to be paid before the award is made and published, be paid half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

#### **15.19 Contractor to indemnify Owner against Patent Rights**

The contractor shall fully indemnify and keep indemnified the Owner against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against Owner in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the Owner if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Project-in-Charge in this behalf.

#### **15.20 Action where no Specifications are specified**

In the case of any class of work for which there is no such specifications as referred to in Clause, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Project-in-Charge.

#### **15.21 Withholding and lien in respect of sum due from contractor**

- (i) Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Project-in-Charge may suggest Owner to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Project in- Charge may suggest Owner to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Owner shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Owner or any contracting person through the Project- in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Owner will be kept withheld or retained as such by the Owner till the claim arising out of or under the contract is determined by the arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

- (ii) Owner shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over-payment and it shall be lawful for Owner to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Owner to the contractor, without any interest thereon whatsoever.

Provided that the Owner shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Project in Charge on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Project in Charge.

### **15.22 Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Owner through Project-in-Charge against any claim of the Owner or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Owner.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Owner will be kept withheld or retained as such by the Owner or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

### **15.23 Unfiltered Water Supply**

Contractor shall make his/their own arrangements for water supply and storage at site(s)/ location(s) required for all purposes i.e. for construction, drinking, washing, domestic requirement for workers etc. at no cost to owner. This will be subject to the following conditions.

That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Project-in-Charge.

The Project-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Project-in-Charge, unsatisfactory.

The Contractor shall permit all Sub-Contractors to use his water storage and distribution facilities for their respective Work. Any additional or special arrangements needed by Sub-Contractors shall be made by them at their own cost.

Upon completion of the Works, the Contractor shall remove temporary storage tanks, piping network built or installed on the site so as to restore the site back to its original condition.

Insufficiency or non-availability of water shall not be cited by the Contractor as an excuse for delays, or deficiencies in the Work or a reason for claiming extra payments.

The Contractor shall, in all eventualities incorporate in his costing for making arrangements with necessary approval from relevant authority if any for the water requirements to be used for Electrification at his own cost at the time of tendering.

#### **15.24 Civil**

The Owner shall not provide civil power. Contractor has to arrange with necessary permission from relevant authority if any at his own cost civil power for construction or for general lighting and other usage

The Contractor shall, at his own cost, provide approved temporary civil connections, cables, distribution boards and related equipment for construction, as required by the Project-in-Charge.

The Contractor shall permit and enable all sub-Contractors to use his power & distribution facilities. The Sub-Contractor shall pay such amount for the use of power & distribution facilities as may be determined between the Contractors.

The Contractor shall, at his own cost and in order to prevent interruption of the Work(s) due to power failures, provide for stand-by diesel generators of sufficient capacity as per the requirements to supply adequate Civil for the Works and for other uses.

Disruptions in power supply, whether due to power failures, load shedding, generator breakdowns, non-availability of Electric Supply or any other reason, shall not be accepted as a valid reason for delays and deficiencies in the Work or for claims for additional payments.

The Contractor shall, at his own cost supply the required civil power supplies to the Site offices of the Owner as directed by the Project-In-Charge.

#### **15.25 Return of Surplus materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Owner either purchase made under orders or permits or licenses issued by Owner, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Owner and return, if required by the Project-in-Charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the Project-in-Charge shall determine having due regard to the condition of the materials. The price allowed to the contractor however shall not exceed the amount charged to him excluding the element of storage charges. The decision of the Project-in-Charge in this regard shall be final and conclusive. In the event of breach of the aforesaid condition, the contractor shall in addition to throwing himself open to action for contravention of the terms of the license or permit and/or for criminal breach of trust, be liable to Owner for all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

### **15.26 Employment of technical Staff and employees**

Contractors Superintendence, Supervision, Technical Staff & Employees

- (i)** The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Project-in-Charge, the name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Schedule-F. The Project-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative(s) according to the provisions of this clause. Decision of the Project-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from Project-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any Electrification activity is in progress and also present himself/themselves, as required, to the Project-in-Charge and or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available and the decision of the Project-in-Charge as recorded in the site order book and measurement-recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Project-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every on account bill/final bill and shall produce evidence if at any time so required by the Project-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Project-in-Charge and shall also note down instructions conveyed by the Project-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work other than this project. Substitutes, duly approved by Project-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Project-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule 'F' and decision of the Project-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor.

- (ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as is necessary for proper and timely execution of the work.

The Project-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Project-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Project-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

### **15.27 Levy/Taxes payable by Contractor**

- (i) All statutory taxes, duties, Cess or any other payment or deduction due to be paid to any of the central, state or local authority including but not limited to deduction of the GST TDS/ TDS, and this is also including of the all charges and GST, Sales, Building and other Electrification Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Owner shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Owner after satisfying that it has been actually and genuinely paid by the contractor.
- (ii) The contractor shall deposit royalty and obtain necessary permit for supply of the all kind of stone required for the project from local authorities.

Reimbursement of levy/taxes payable by Contractor:-

- a) All Tendered rates under the Contract shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute after the last stipulated date for the receipt of tender including extensions, if any and the Contractor thereupon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Project-in-Charge (whose decision shall be final and binding on the Contractor) attributable to delay in execution of Work within the control of the Contractor.
- b) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and required, and shall allow inspection of the same by a duly authorized representative of the Owner and further shall furnish such other information/document as the Project-in-Charge may require from time to time.
- c) The Contractor shall, within a period of 20 days of the imposition of any such further tax or levy, give a written notice thereof to the Project-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

### **15.28 Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Project in Charge on behalf of the Owner shall have the option of terminating the contract without compensation to the contractor if there is no legal heir or successor of the contractor capable of completing the remaining work. The decision of the Project In charge in this regard shall be final and binding.

### **15.29 : Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Project-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Project-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for re-Electrification of all works ordered by the Project-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Project in Charge. The contractor shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Project-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Project-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Project in Charge.

#### **15.31: Guarantee:**

The entire installation shall be guaranteed for a period of one year from the date of taking over by the department. Against unsatisfactory performance and/or break down due to defective design, workmanship or material, Any equipment or part thereof found defective during this period will be replaced/repared free of cost, to the satisfaction/decision of the Project-in-Charge per of Project-in-Charge. In case the department feels that undue delay is being caused by the contractor in doing so, Project-in-Charge issue a Notice to the contractor giving him reasonable time (reasonable time will be decided by Project-in-Charge) for rectification. In case of the contractor still does not respond the same will be got done by the department at the risk & cost of the contractor.

Nothing extra shall be paid on this account.

#### ***The bid shall guarantee among other things, the following :***

Quality, strength and performance of the materials used as per manufacturers standards.

Safe mechanical and civil stress on all parts under all specified conditions of operation.

Enclosed: Annexure I – Schedule of Quantities

Sincerely

ACIAR Project Incharge  
Nalanda University, Rajgir

## FORMAT OF AGREEMENT

**(To be executed by and between the Owner and the successful tenderer on a Non-Judicial Stamp Paper of value not less than Rs. 100/-)**

This agreement is executed at \_\_\_\_\_ (place of execution) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
BETWEEN

\_\_\_\_\_, which expression shall mean and include its successors and assigns (name and address of the Owner) ("Owner") of the FIRST PART  
AND

\_\_\_\_\_,  
(name and address of the successful tenderer) ("Contractor") of the SECOND PART

The Owner and the Contractor shall be individually referred to as the "Party" and collectively referred to as the "Parties"

Whereas the Owner is desirous of developing an civil infrasturure in the Interim Campus of Nalanda University at Rajgir and had invited tenders by issuing Notice Inviting Tender for **Drilling of 8 borewells of upto 400 feet depth in the villages Block Rajgir, District Nalanda, Bihar – 803116.** for selection of a contractor for main power main power supply. The Contractor has submitted its bid pursuant to the issuing of the Tender by the Owner.

WHEREAS the details of the work proposed to be excuted by the Contractor is more particularly specified in the Tender **(Drilling of 8 borewells of upto 400 feet depth in the villages Block Rajgir, District Nalanda, Bihar – 803116)** ( name and identification number of Contract) ( "Works") and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs.....  
..... (Rupees \_\_\_\_\_ (in words))

WHEREAS the Owner is now desirous of laying down the terms and conditions governing the execution of the Works and has therefore, requested the Contractor to execute the present Agreement.

NOW THIS AGREEMENT WITNESSETH as under:

1. In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and constured accordingly.
2. In consideration of the payments to be made by the Owner to the Contractor as the consideration for execution of the Works ("Consideration"), the Contractor hereby covenants with the Owner to execute and complete the Works and remedy the defects therein in conformity in all aspects with the provisions of the Tender and this Agreement.
3. The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and in the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Tender and this Agreement at the times and in the manner prescribed under the Tender.

4. The following documents shall be deemed to form and be read and construed as part of this Agreement:

- i) Letter of Acceptance;
- ii) Notice to proceed with the Works;
- iii) Contractor's Tender;
- iv) Contract Data;
- v) Conditions of Contract (including Special Conditions of Contract);
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties have caused this Agreement to be executed on the day and year first written above.

The Common Seal of

\_\_\_\_\_

\_\_\_\_\_

was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said

\_\_\_\_\_

\_\_\_\_\_

Binding Signature of Owner

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

in the presence of

\_\_\_\_\_

#### **Format of Performance Security (Guarantee) Bank Guarantee Bond**

In consideration of the Vice Chancellor, Nalanda University (hereinafter called "the Owner") having offered to accept the terms and conditions of the proposed agreement between.....and .....(hereinafter called "the said Contractor(s)") for the work..... (herein after called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. ....(Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (herein after referred to as "the Bank") hereby undertake to pay to the Owner an amount not exceeding Rs. .... (Rupees..... Only) on demand by the Owner.

2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this

guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only)

3. We, the said bank further undertake to pay to the Owner any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Owner under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project in-Charge on behalf of the Owner certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, ..... (indicate the name of the Bank) further agree with the Owner that the owner shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Owner in writing.

8. This guarantee shall be valid up to ..... unless extended on demand by the Owner. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.

..... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ..... day of ..... for ..... (indicate the name of the Bank)



**GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:**

**(To be kept in envelope -1)**

The affidavit shall be executed on appropriate non-judicial **stamp paper** of minimum value as applicable in the State of Bihar and notarized by a Notary Public;

**AFFIDAVIT**

I, \_\_\_\_\_, aged \_\_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by \_\_\_\_\_ (name of tenderer) ("Tenderer") to solemn this affidavit on behalf of the Tenderer, solemnly affirm on oath as hereunder:

1. The Tenderer confirms that eligible similar works(s) have not been got executed through another contractor on back-to-back basis.
2. The Tenderer confirms and agrees that, if any such violation comes to the notice of Nalanda University, Rajgir, Bihar ("Owner"), then the Owner shall be at liberty to initiate appropriate penal and legal action against the Tenderer.
3. The Tenderer confirms and agrees that if such a violation comes to the notice of the Owner at any time before the date of start of Work, the Project-in-charge shall be free to forfeit the entire amount of Security Money Deposit/Performance Guarantee.
4. The Tenderer confirms and hereby DECLARED that no any deviation irrespective of NIT, GCC and SOQ has been made in this tender.

**DEPONENT**

**VERIFICATION**

I, \_\_\_\_\_, aged \_\_\_\_ years, son/daughter of \_\_\_\_\_, presently residing at \_\_\_\_\_ and authorized by Tenderer verify that the information mentioned above is true and correct to the best of my knowledge and belief

No. -----

Date: