



Nālandā
UNIVERSITY

**Request for Proposal (RFP) for Engineering-
Procurement-Construction (EPC) Contract**

for

**Construction of the 8.3 Kilometer Long Boundary Wall and
Other Associated Works for the University's Main Campus
at Rajgir, Dist. – Nalanda, Bihar.**

RFP No: NU/Engg/EPC/2019-20/128(re-tender) dated 20th Jan 2020

RFP issued by:

**The Registrar,
Nalanda University
At-Chhabilapur Road,
Rajgir, Dist. – Nalanda,
Bihar – 803 116.**

DISCLAIMER

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit their financial bid. Nalanda University does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit the proposal. The designs, drawings, technical data and any other information provided in this RFP is indicative and neither Nalanda University nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this tender document.

Neither Nalanda University nor its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to Project.

This RFP is provided for information purposes only and upon the understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Project in relation to which it is being issued.

The information and statements made in this RFP have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

Nalanda University makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document. Nalanda University reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Bidders. No part of this RFP and no part of any subsequent correspondence by Nalanda University, its employees, officers or its consultants shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the University to enter into and approve such agreements.

Nalanda University reserves the right to reject all or any of the Bids submitted in response to this tender document at any stage without assigning any reasons whatsoever.

All Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. Nalanda University may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful bidders will have no claim whatsoever against Nalanda University nor its employees, officers nor its consultants.

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Nalanda University
Request for Proposal (RFP)

1 Background

1.1 The Nalanda University, an Institution of National Importance established by the Nalanda University Act, 2010 (Act 39 of 2010), an Act of the Parliament of India, having its headquarters at Chhabilapur Road, Rajgir, District – Nalanda, Bihar – 803116 (the “**University**”), is engaged in construction and development of the University’s Permanent Campus. The University’s 455 acre permanent campus is situated in Rajgir in the adjoining villages of Pilkhi, Nekpur and Mahabulla. As a part of this endeavor, the University has decided to undertake the “Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works (the “**Project**”) through Engineering, Procurement and Construction (the “**EPC**”) Contract, and has decided to carry out the bidding process for selection of a bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of Project	Length in Km	Work Completion Time	Indicative Project Cost (In Crore Rs.)
Engineering-Procurement-Construction (EPC) Contract of the 8.3 Kilometer Long Boundary Wall and Other Associated Works	8.305 Km	8 Months	28.87 Crores

1.2 The University intends to pre-qualify and short-list suitable Applicants (the “**Bidders**”) who will be eligible for participation in the Bid Stage, for award of the Project through competitive bidding, in accordance with the procedure set out herein.

1.3 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the University’s rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the University.

1.4 The Nalanda University shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the University pursuant to this RFP (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the Bid due date specified in Clause 1.6 for submission of Bids (the “Bid Due Date”).

1.5 Contents of the RFP

This RFP comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with clause 2.12.

Invitation for Bids

- Section 1: Background
- Section 2: Instruction to Bidders
- Section 3: Evaluation of Bids
- Section 4: Fraud and corrupt practices
- Section 5: Miscellaneous
- Section 6: Scope of Work
- Section 7: Technical Specification

Appendices

Appendix I – Supporting documents for Technical Bid

- Form 1 – Checklist to Accompany the Tender
- Form 1A- Details of Bidder
- Form 2 – Letter accompanying the technical bid
- Form 3 – Format for Power of Attorney for signing of Bid
- Form 4 – Format for Power of Attorney for Lead Member of Joint Venture
- Form 5 – Financial Capacity
- Form 6 – Details of Similar Works Executed
- Form 7 – Details of Works under Implementation
- Form 8 – List of Machinery and Equipment
- Form 9 – Details to Manpower to be deployed for executing the works
- Form 10- Format of the Joint Venture Agreement

Appendix II

- Technical Specifications
- Financial Bid Format

Appendix III – Draft Agreement

Appendix IV – General Conditions of Contract

Appendix V – Special Conditions of Contract

1.6 Schedule of bidding process

The Nalanda University shall attempt to adhere to the following bid schedule:

Activity	Duration*
Publication of RFQ cum RFP	21 st January 2020
Last date of Bid Submission	Up to 03:00 PM on 19 th February 2020
Pre-bid Meeting Date	11:00 AM on 31 st January 2020 at Project Office, Nalanda University Main Campus, Village – Pilkhi, Rajgir, District Nalanda, Bihar – 803116.
Opening of Technical Bids	03:30 PM on 20 th February 2020

Note:

In case, any of the above dates are revised, it shall be informed to bidders through notification/addendum/corrigendum. However no separate press notice shall be provided for any notification/addendum/corrigendum. Bidders are requested to kindly keep watch at www.nalandauniv.edu.in or <https://eprocure.gov.in/eprocure/app>.

NALANDA UNIVERSITY
NOTICE INVITING TENDER
(Request for Proposal)

(www.nalandauniv.edu.in and <https://eprocure.gov.in/eprocure/app>)

ONLY THROUGH E-TENDERING MODE

RFP No: NU/Engg/EPC/2019-20/128(re-tender) dated 20th Jan 2020

On-line lump sum tenders in two stages (Technical bid and Price bid) are invited by Nalanda University, Rajgir, Bihar from interested bidders for **“Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University’s Main Campus at Rajgir, Dist. – Nalanda, Bihar”**.

1.	Estimated cost of work	:	Rs. 28.87 Crores
2.	Time for Completion	:	8 months
3.	Last Date of submission of tender	:	03:00 PM on 19 th February 2020
4.	Date & Time for opening of technical tender	:	03:30 PM on 20 th February 2020
5.	Date & Venue of Pre-bid meeting	:	11:00 AM on 31st January 2020, at Project Office, Nalanda University Main Campus, Village – Pilkhi, Rajgir, District Nalanda, Bihar – 803116
6.	E-tender processing fee (non-refundable)	:	Rs. 5,000/- (Rupees five thousand only)
7.	Earnest Money Deposit (EMD)	:	Rs. 38,87,000/- (Rupees thirty eight lakh eighty seven thousand only)
8.	Validity of tender	:	120 days from opening of the technical bids

Minimum Qualifying Criteria:-

The Individual/Firm/Company/Joint Venture, as the case may be (hereinafter referred to as the “Bidder”), shall fulfill following Minimum Qualifying Criteria:

(1) Technical Eligibility:

- The Bidder should have, undertaken and successfully completed the Eligible Assignments (specified in the RFP) during the last 7 (seven) years ending previous day of the last day of submission of Application. In case of a Joint Venture combined experience in the **Eligible Assignments** shall be considered in the manner and to the extent as provided in the RFP.

- In case of a Joint Venture, the Lead Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed the **Eligible Assignments** as stated below. The other members of the Joint Venture shall meet at least 30% of Technical requirement of the Eligible Assignments as mentioned below during the past 7 (seven) years ending previous day of the last day of submission of Application.

(2) Financial Eligibility:

- The Bidder shall have the minimum Turnover of Rs. 14.4 crores (Rupees fourteen crore forty lakh only) at the close of the preceding during the immediate last three consecutive financial years. In case of a Joint Venture, the lead member should meet at least 50% of the minimum Turnover and the other members should fulfill at least 20% of the minimum Turnover. However, the total Turnover of the Consortium shall not be less than INR 14.4 crores.
- The Bidder should not have incurred loss in more than 2 financial years among the last 5 financial years. The Applicant must submit duly audited balance sheet and profit/loss statement for the previous 5 financial years showing the profit after tax for each financial year. In case the Bidder is a consortium the Lead Member should not have incurred loss in more than 2 financial years among the last 5 financial years.
- The Bidder shall submit a Solvency Certificate of value not less than Rs. 11.55 Crore (Rupees eleven crore fifty five lakh only) certified by his bankers. In case of a consortium the Lead Member shall submit the Solvency Certificate as mentioned above.

Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following projects shall be deemed to be the “Eligible Assignments” - Construction of buildings with RCC framed structures completed in last 7 year for any Central or State Government departments /Semi Government departments/ PSUs/ Autonomous or Statutory Bodies/ Private organizations in either of the below categories -

- a. Three similar works having a Project Cost not less than Rs. 11.55 crore each or,
- b. Two similar works having a Project Cost not less than Rs. 17.32 crore each or,
- c. One similar work having a Project Cost not less than– Rs. 23.10 crore

The Bid Documents can be downloaded from www.nalandauniv.edu.in from tenders section or through CPPP Website <https://eprocure.gov.in/eprocure/app>.

E-tender Processing Fees: The bidder must submit a payment of Rs. 5,000/- (Rupees Five Thousand only) as e-tender processing fee in the form of a Demand Draft drawn in favour of Nalanda University payable at Rajgir, Bihar.

Earnest Money Deposit: The bidder must submit Earnest Money Deposit (EMD) of Rs. 38,87,000/- (Rupees thirty eight lakh eighty seven thousand only) by way of Demand Draft in full or in combination of a part in Demand Draft (DD) and the remaining in Bank Guarantee (BG). In case the second option is chosen the Bidder shall submit 50% amount of the EMD in DD and the rest in BG in favour of Nalanda University. The DD shall be drawn in favour of Nalanda University

payable at Rajgir, Bihar. The BG shall be valid for at least 180 days from the date of submission of the tender.

Note:

- a) Tender documents are to be downloaded from Nalanda University's web site and e-procurement portal of Central Public Procurement Portal. The Bidder is responsible to download all the Addendums/ Corrigendum / Notifications/ Replies to the queries of the Bidder, etc., if any, issued by the University, from the above mentioned websites before submission of the tender. Any shortfall in submission of the said Addendums/ Corrigendum / Notifications/ Replies to the queries of the Bidder, etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents observed in technical bid shall be rejected outright.
- b) The Bidder should go through the RFP documents, tendering process and refer the procedure stipulated for bidding.
- c) The tender shall be submitted "**online**" strictly in accordance with the instructions to the Bidder and terms and conditions given in the RFP documents. The Bidder should submit bound **hard copy of Technical bid** uploaded in e-tender including blank RFP document (**without indication of quoted cost**) duly signed and affixed with the company's seal on each page in sealed cover, before opening of the tender, to the office of The Registrar, Nalanda University, At-Chhabilapur Road, Rajgir, District – Nalanda, Bihar – 803 116. If the submitted hard copy of Technical bid shows any indication of quoted price directly or indirectly, the bid shall be out rightly rejected.
- d) The completed tender shall be submitted online by **03:00 PM on 19th February 2020**. The Technical bid (e-tender) shall be opened on **03:30 PM 20th February 2020**.

**Sd/-
Registrar**

2 Instructions to Bidders

2.1 General terms of Bidding

- 2.1.1 The Bidders are invited to participate in the online Bidding Process for the **“Engineering-Procurement-Construction (EPC) Contract of the 8.3 Kilometer Long Boundary Wall and Other Associated Works”** with their technical and financial Bids/offers (the **“Bid”**) in accordance with the terms specified in the Bidding Documents.
- 2.1.2 Online Bids will be invited and whoever quotes the least overall cost (the **“Bid Price”**) will be considered as the Successful Bidder. The total time allowed for completion of construction and the period during which the Contractor shall be liable for rectification of any defect or deficiency in the Project (the **“Defect Liability Period”**) under the Agreement shall be as specified in the General Conditions of Contract (Appendix IV) forming part of the Bidding Documents. Upon selection of the Successful Bidder the University will issue the Letter of Award (**“LoA”**) and the Successful Bidder will have to execute a draft agreement in the format as is provided in Appendix III with the University.
- 2.1.3 Bid shall be uploaded and processed only through e-Tendering Mode (<https://eprocure.gov.in/eprocure/app>).
- 2.1.4 The prospective bidders shall upload their e-tenders in <https://eprocure.gov.in/eprocure/app> and also physically submit the hard copies of the technical tenders as per the guidelines given below at Reception of Nalanda University’s interim office at Rajgir. The address of the Interim office of the University at Rajgir is –

**Nalanda University
At Chhabilapur Road, Rajgir
District – Nalanda, Bihar – 803 116.**

- 2.1.5 The Bids will be received by the University online up to 03:00 PM on 19th February 2020. Tenders received up to 03:00 PM on 19th February 2020 only will be considered and opened on the next day at 03:30 PM at the Project Office in the Main Campus of the Nalanda University, At – Village Pilkhi, Rajgir, District Nalanda, Bihar – 803116. The University may at their discretion extend the date for receiving of tender. Tenders received after the aforesaid time and date or the extended time and date, if any, will not be considered and will be returned unopened to the Bidder.
- 2.1.6 Detailed description of the objectives, Scope of Work, deliverables and other requirements are specified in this RFP. In case an applicant firm/company possesses the requisite experience and capabilities required for undertaking the works it may participate in the Selection Process either individually (the **“Sole Firm/Company”**) or as lead member of a Joint Venture of firms/companies (the **“Lead Member”**) in response to this invitation. The term applicant (the **“Bidder”**) means the Sole Firm/Company or the Lead Member, as the case may be. The manner in which the Bid is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.7 Bidders are advised that the selection shall be on the basis of an evaluation by Nalanda University by a Committee duly constituted by the Competent Authority through the

Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the University's decisions are without any right of appeal whatsoever.

- 2.1.8 The Bidder shall submit its Bid in the form and manner specified in this Section of the RFP. The Technical Bid shall be submitted in the form at Appendix I and the Financial Bid shall be submitted in the form at Appendix II. Upon selection, the Bidder shall be required to enter into an agreement with the University in the form specified at Appendix III.
- 2.1.9 The Bid shall be furnished in the formats exactly as defined in Appendix I & II, and signed by the Bidder's authorized signatory.
- 2.1.10 The bidder must submit Earnest Money Deposit (EMD) of Rs. 38,87,000/- (Rupees thirty eight lakh eighty seven thousand only) by way of - (a) Demand Draft in full or (b) in combination of a part (50%) in Demand Draft (DD) and the remaining in Bank Guarantee (BG). In case the second option (option b) is chosen, the Bidder shall submit 50% amount of the EMD in the form of DD and the rest 50% in the form of BG. The BG shall be valid for at least 180 days from the date of submission of the tender. The DD shall be drawn in favour of Nalanda University payable at Rajgir, Bihar and the BG should be in favour of Nalanda University. No Bid shall be considered which is not accompanied by an Earnest Money Deposit (EMD) of Rs. 38,87,000/- (Rupees thirty eight lakh eighty seven thousand only) by way of DD or combination of DD and Bank Guarantee in favor of Nalanda University. In the event of the Bidder withdrawing his Bid before the expiry of 120 days from the last date of submission of the Bid, the Bid shall be cancelled and the EMD shall be forfeited and decision of the University shall be final in that behalf. The EMD of unsuccessful Bidder will be discharged /returned. The EMD in respect of Successful Bidder will be forfeited, if it fails to enter into a contract or furnish the necessary Performance Security within 15 days of issuance of the LoA. The EMD of the Successful Bidder will be released after furnishing of the necessary Performance Security. In respect to preparation of the BG the requisite beneficiary bank (Nalanda University) details are as follows –

Name of Bank:	HDFC BANK LTD
Name & Address of Branch:	DHARAMSHALA ROAD, RAJGIR DIST NALANDA, State: BIHAR
Branch Code:	2059
IFSC Code:	HDFC0002059

- 2.1.11 The prospective Bidders are advised to acquaint themselves with the job involved at the site, examine soil conditions, hydrological conditions, climatic conditions, availability of labour, quarry materials, equipment, means of transport, communication facilities, laws and bylaws of Govt. of Bihar and Govt. of India and any other statutory bodies and collect all information that may be necessary for preparing and submitting the Bid and entering into the contract.
- 2.1.12 The Bidders shall bear all the costs of visiting the site, collecting the information and for preparing and submitting the Bid.
- 2.1.13 The Bidder and or his employees/workers and agents will be granted permission to visit the site for the purpose of inspection. The Bidder will be fully responsible for

any injury (whether fatal or otherwise) to himself or his employees/workers and agents or for any loss or damage to property or for any other loss, damage, costs and expenses whatsoever caused which but for the granting of such permission would not have arisen. The Bidder will be liable to indemnify the University against any loss or damage to the property of the University or neighboring property which may be caused due to any act of the Bidder or his employees/workers and agents.

- 2.1.14 Bidder shall bear all costs for preparation and submission of his Bid. The University will not be responsible for or pay for any expenses or losses, which might be incurred or suffered by any Bidder in connection with submission of Bid. A prospective Bidder requiring any clarifications on the RFP documents may request the University on Email id: phase1.tender@nalandauniv.edu.in. The response/ clarifications (without identifying the source of Enquiry) will be hosted at Nalanda University's website. The responsibility to download such information fully lies with the prospective Bidders who have downloaded the RFP documents and these shall form part of RFP documents.
- 2.1.15 Any condition for qualification or any other stipulation contained in the Bid submitted by the prospective bidder shall render the Bid liable for rejection as a non-responsive Bid.
- 2.1.16 The Bids, and all correspondence and documents related to the Bids shall be written in the English language.
- 2.1.17 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The document including this RFP and all attached documents, provided by the University are and shall remain or become the property of the University and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith.
- 2.1.18 A Bidder shall be liable for disqualification and forfeiture of EMD, if any legal, financial or technical adviser of the University in relation to the Project is engaged by the Bidder, or its Member in case of a Consortium or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the –
- (i) issuance of the LoA or
 - (ii) Execution of the Agreement.

In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issuance of the LoA or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LoA or the Agreement and without Prejudice to any other right or remedy, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the University may have there under or otherwise, the LoA or the Agreement, as the case may be, shall be liable to be terminated without the University being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six)

months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

- 2.1.19 Any award of Project pursuant to this RFP shall be subjected to the terms of Bidding Documents and also fulfilling all the eligibility criterion as mentioned herein this RFP.
- 2.1.20 The RFP is not transferable.
- 2.1.21 Any entity which has been blacklisted/debarred by any Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit the Bid, either individually or as member of a Joint Venture. The Bidder shall provide an undertaking to that effect.
- 2.1.22 A Bidder must furnish its details in the format as provided in Form 1A of Appendix I of this RFP.
- 2.1.23 A Bidder including any Member in case the Bidder is a Joint Venture should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial University or a judicial pronouncement or arbitration award against the Bidder or Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or Member.
- 2.1.24 The Bidder including any Member of the Joint Venture should provide an affidavit on stating on oath that the Bidder or the Members of the Joint Venture are not blacklisted by any Central or State Government Ministry or Department/ Local Authority/ Autonomous Body/ PSU etc.
- 2.1.25 The University reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under Clause 2.8.2. The decision of the University in this case shall be final.
- 2.1.26 The Bidder shall submit schedules providing overall approach towards project execution including information such as construction details/sequencing, employees intended to be deployed on the Project and the equipment intended to be utilized for the Project. The aforesaid schedules shall contain information as provided in Appendix V of this RFP.
- 2.1.27 In case the Bidder is a Joint Venture, it shall comply with the following additional requirements:
 - (i) Number of members in a Joint Venture shall not exceed 3 (three);
 - (ii) subject to the provisions of clause (a) above, the Bid should contain the information required for each Member of the Joint Venture;
 - (iii) Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”). Lead Member shall meet at least 50% requirement of Financial Capacity required as per Financial Eligibility criteria as detailed below. The nominated Lead Member shall remain unchanged during the entire period of project execution including the Defects Liability Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form _4 of Appendix-I, signed by all the other Members of the Joint Venture.

Each of the other Member(s) shall meet at least 30% of the required Technical Capacity and 20% of the required Financial Capacity as per Clause 2.2.1 and 2.2.4 respectively;

- (iv) The shareholding commitments of all the members of the Joint Venture shall be such that the Lead Member and Other member(s) should hold at least 51% and 26%, respectively, of the paid up and subscribed equity of the Joint Venture Company.
- (v) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations;
- (vi) The prescribed equity stake, roles and responsibilities of the nominated Lead Member shall remain unchanged during the entire course of project execution including the Defects Liability Period.
- (vii) An individual Bidder cannot at the same time be member of a Joint Venture applying for this Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for this bid;
- (viii) Members of the Joint Venture shall have entered into a binding Joint Venture Agreement, substantially in the form specified at Form 10 of Appendix I (the "Joint Venture Agreement"), for the purpose of making the Bid and submitting a Bid in the event of being pre-qualified. The Jt. Bidding Agreement, to be submitted along with the Application, shall, inter alia:
- (ix) Convey the intent to form a Joint Venture Company under the Companies Act, 2013 with shareholding/ownership equity commitment(s) in accordance with Clause 2.1.23 (d), which would enter into the EPC Agreement and subsequently carry out all the responsibilities as the "Contractor" in terms of the EPC Agreement, in case the Project is awarded to the Joint Venture;
- (x) Convey the commitment(s) of the Lead Member in accordance with this RFP, in case this contract is awarded to the Joint Venture; and clearly outline the proposed roles & responsibilities, if any, of each member;
- (xi) commit the approximate share of work to be undertaken by each member;
- (xii) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Contractor in relation to the Project until the completion of the Project (the "Defects Liability Period") is achieved in accordance with the EPC Contract; and
- (xiii) Except as provided under this RFP, there shall not be any amendment to the Jt. Bidding Agreement.

2.1.28 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.1.29 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that

any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.

2.2 Eligibility Criteria

To become eligible for technical qualification, the Bidders shall provide documents evidence, satisfactory to the University of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively in addition to documents evidencing fulfillment of the Technical Eligibility and the Financial Eligibility as stipulated hereinafter.

2.2.1 Technical Eligibility:

2.2.1.1 The Bidder should have, undertaken and successfully completed the Eligible Assignments as per Clause 2.3 during the past 7 (seven) years ending previous day of the last day of submission of Application.

2.2.1.2 In case of a Joint Venture, the Lead Member should individually satisfy the Technical Capacity such that he should have undertaken and successfully completed the Eligible Assignments as per Clause 2.3 of the RFP. The other members of the Joint Venture shall meet at least 30% of Technical requirement of the Eligible Assignments as per Clause 2.3 (a, b and c) of the RFP during the past 7 (seven) years ending previous day of the last day of submission of Application.

2.2.1.3 The Bidder shall be in active business for the last 5 (Five) years and shall submit relevant documentary evidence for the same as specified in clause 2.4 (VII).

2.2.2 The Bidder shall submit the information pertaining to its Technical Eligibility in the forms as provided in Appendix I. The Bidder claiming the relevant experience should submit the copies of the project experiences duly attested by the Statutory Auditor Certificates, certifying 100% payment received /completion certificates issued by client. In case of ongoing works, the bidder may submit Letter of Award/Engagement Letter/ Work order.

2.2.3 Technical Eligibility shall be evaluated based on the information and the supporting documents provided with the Bid.

2.2.4 Financial Eligibility

2.2.4.1 The Bidder shall have the minimum Turnover of Rs. 14.4 crores (Rupees fourteen crore forty lakh only) at the close of the preceding during the immediate last three consecutive financial years. In case of a Joint Venture, the lead member should meet at least 50% of the minimum Turnover and the other members should fulfill at least 20% of the minimum Turnover. However, the total Turnover of the Consortium shall not be less than INR 14.4 crores.

2.2.4.2 The Bidder should not have incurred loss in more than 2 financial years among the last 5 financial years. The Applicant must submit duly audited balance sheet and profit/loss statement for the previous 5 financial years showing the profit after tax for each financial year. In case the Bidder is a consortium the Lead Member should not have incurred loss in more than 2 financial years among the last 5 financial years.

- 2.2.4.3 The Bidder shall submit a Solvency Certificate of value not less than Rs. 11.55 Crore (Rupees eleven crore fifty five lakh only) certified by his bankers. Such certificate should be issued by the bankers in their own letter head and shall not more than 6 months prior to last date of bid submission. In case of a consortium the Lead Member shall submit the Solvency Certificate as mentioned above.
- 2.2.5 The above information pertaining to Financial Eligibility of the Bidder shall be provided as per the format (Form 5) duly certified by a Statutory Auditor.
- 2.2.6 The Bidder shall provide audited financial reports for the last five financial years.
- 2.2.7 Bids accompanying without the certificate of Statutory Auditor and the audited financial reports for the last five years shall not be considered for evaluation. The University will not issue any communication or seek clarification and will be evaluating the Bid with the available information.

2.3 Eligible Assignments

- 2.3.1 For the purposes of satisfying the Conditions of Eligibility and for evaluating the Bids, experience of the Bidder for the following projects shall be deemed to be the “Eligible Assignments” - Construction of buildings with RCC framed structures completed in last 7 year for any Central or State Government departments /Semi Government departments/ PSUs/ Autonomous or Statutory Bodies/ Private organizations in either of the below categories -
- a. Three similar works having a Project Cost not less than Rs. 11.55 crore each or,
 - b. Two similar works having a Project Cost not less than Rs. 17.32 crore each or,
 - c. One similar work having a Project Cost not less than– Rs. 23.10 crore
- 2.3.2 For a project to qualify as Eligible Assignment under the aforesaid categories, the Applicant should have paid for execution of its construction works or received payments from its clients for construction works executed, fully or partially, during the 7 (seven) financial years immediately preceding the last date of the month immediately preceding the month in which the applications are invited, and only payments (gross) actually made or received, as the case may be, during such 7 (seven) financial years shall be considered for the purpose of evaluating the Bid. However, if the total payments/receipts for a particular project, submitted by the bidder as “Eligible Assignment”, found to be less than 80% of the Project Cost, the Project will not be considered as Eligible Assignments. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/EPC contract for the project. Further, the cost of land shall not be considered.
- 2.3.3 The Bidder shall quote experience in respect of a particular Eligible Assignment under any one category only, even though the Bidder (either individually or along with a member of the Joint Venture) may have played multiple roles in the cited project. Double counting for a particular Eligible Assignment shall not be permitted in any form.
- 2.3.4 Experience for any activity relating to an Eligible Assignment shall not be claimed by two or more Members of the Joint Venture. In other words, no double counting by

a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

2.4 Technical Bid Prerequisites

Following documents / certificates shall be submitted along with the Technical Bid, without which the Technical Eligibility as well as Financial Eligibility will not be evaluated.

- (i) Covering Letter in the format prescribed in Form 2 of Appendix I.
- (ii) The Technical Bid should be accompanied with E-tender Processing Fees: Rupees 5000/- (non-refundable) by way of DD in favour of Nalanda University payable at Rajgir, Bihar.
- (iii) EMD amount as indicated in Clause 2.1.10 shall be payable by way of DD in full or in a combination of 50% amount in DD and rest 50% in Bank Guarantee in favour of Nalanda University.
- (iv) Copy of Certificate of Incorporation along with Memorandum of Articles of Association in case Bidder is Company or copy of registered partnership deed in case the Bidder is a partnership firm. In case of a Joint Venture the aforesaid documents for each member of the Joint Venture shall be submitted. In case the bidder is an 'Individual', copy of the valid registration certificate of the bidder under appropriate class with any of the State/Central PWD or any other Departments/Ministries should be submitted.
- (v) Copy of GST Registration
- (vi) Copy of Pan Card along with IT returns for the last five financial years and Audited Balance Sheets for last five financial years
- (vii) Undertaking on Litigation History, Non Performance of works, Blacklisting /Debarring from any Central or State Government Ministries/ Departments or by any other state or central government corporations/ PSUs/ Autonomous Bodies/ Statutory Bodies/ Local Authorities, etc.
- (viii) Proof of Liquid Assets in the form of Solvency Certificate not more than 6 months preceding the Bid Due Date for a value not less than Rs. 11.55 crores.
- (ix) Details of adequate credit arrangement for proper financial management of the work.
- (x) Power of Attorney authorizing the signatory to execute the Bid Documents including submission of the Bid in the format as given in Form 3 of Appendix I.
- (xi) In case of Joint Venture, a Power of Attorney from the members of the Joint Venture in favour of the Lead Member authorizing the Lead Member to submit the Bid on their behalf in the format as provided in Form 4 of Appendix I.
- (xii) Audited Annual Accounts of the Bidder (of each Member in case of a Joint Venture) for the last 5 (five) financial years preceding the year in which the Bid is submitted. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder

shall provide the Audited Annual Accounts for 5 (five) years preceding the year for which the Audited Annual Accounts are not being provided.

- (xiii) Details of the Turnover of the Bidder (of each of the member in case of a Joint Venture) during the last five financial years in the format as provided in Form 5 of Appendix I.
- (xiv) Details of experience and past performance of the Bidder in respect of Eligible Assignments within the past 7 (seven) years in the manner as provided in Form 6 of Appendix I and details of current works in hand and immediate work in the manner as provided in Form 7 of Appendix I.
- (xv) Details of major construction and equipment available with the contractor shall be submitted in the format prescribed in Form 8 of Appendix I.
- (xvi) Details of qualification and experience of the key personnel's available with their organization shall be submitted in the format prescribed in Form 9 of Appendix I.
- (xvii) In case of Joint Venture, Joint Venture Agreement on a 100 Rs Stamp Paper with jointly and severally liability clause along with clear responsibilities of the members in the format as provided in Form 10 of Appendix I.

2.5 Change in Ownership

- 2.5.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Joint Venture who's Technical Capacity and/ or Financial Capacity was taken into consideration during the Technical evaluation, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the University forthwith along with all relevant particulars about the same and the University may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder duly forfeiting the EMD. In the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the University being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the University shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the University under the Bidding Documents and/or the Agreement or otherwise.

2.6 Cost of Bidding

- 2.6.1 The overall master plan, scheme and engineering designs are arrived by the University/ consultant of the University based on the feasibility studies conducted, and does not own any liability in this aspect, it is the entire responsibility of the Bidder to verify the scheme and design for the requirement based on the input and output quality parameters given in the tender document. It is therefore, responsibility of the Bidder to visit the site and assess the resources, in order to be more practical and competitive.

- 2.6.2 Not limiting to the Scope of Work and the Technical Specifications defined in this document, the Bidder has to ensure that he considers all the items that are required for the execution of the Project to ensure the desired results within the quoted price.
- 2.6.3 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The University will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.7 Site visit and verification of information

- 2.7.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations and any other matter considered relevant by them.
- 2.7.2 It shall be deemed that by submitting a Bid, the Bidder has:
- a) Made a complete and careful examination of the Bidding Documents;
 - b) Received all relevant information requested from the University;
 - c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the University relating to any of the matters referred to in Clause 2.8.1 below. No claim shall be admissible at any stage on this account.
 - d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.7.1 hereinabove necessary and required for submitting the Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred in Clauses 2.7.1 and 2.8.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the University, or a ground for termination of the Agreement by the Bidder;
 - f) Acknowledged that it does not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified and liable for forfeiture of the EMD or the Performance Security, as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i) The Bidder, its Joint Venture Member (or any constituent thereof) and any other Bidder, its Member or any Member of its Joint Venture thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or its Joint Venture Member thereof (or any shareholder thereof having a shareholding of more

than 5% (five percent) of the paid up and subscribed share capital of such Bidder, or its Joint Venture Member, as the case may be), in the other Bidder, its Joint Venture Member is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 2013. For the purposes of this Clause 2.7.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii) A constituent of such Bidder is also a constituent of another Bidder; or
- iii) Such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or
- iv) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- v) Such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or
- vi) Such Bidder, or any of its Joint Venture Member thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.3 The University shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the University.

2.8 Verification and Disqualification

- 2.8.1 The University reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the University, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the University shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the University there under.
- 2.8.2 The University reserves the right to reject any Bid and forfeit the appropriate the Bid Security if:
- a) At any time, a material misrepresentation is made or uncovered, or
 - b) The Bidder does not provide, within the time specified by the University, the supplemental information sought by the University for Evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the Joint Venture and each Member of the Joint Venture will be disqualified/ rejected/ blacklisted. If such disqualification/rejection/ blacklisted occurs after the Bids have been opened and the lowest Bidder gets disqualified/ rejected/ blacklisted, then the University reserves the right to invite the second lowest bidder for negotiations. In the event second lowest bidder s unwilling to take up the Project at the negotiated price, University reserves the right to annul the Bidding Process and invite fresh Bids.

- 2.8.3 In case it is found during the evaluation or at any time before signing of the Agreement or during execution, subsistence thereof, the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LoA or entering into of the Agreement, and if the Selected Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the University to the Selected Bidder or the Contractor, as the case may be, without the University being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the University shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the University under the Bidding Documents and/ or the Agreement, or otherwise.

2.9 Bid Price

- 2.9.1 The lump sum price quoted by the Bidder being the Financial Bid shall include all the costs towards survey, confirmatory soil investigations, designing, conducting proof checking of structural design, preparing Quality Assurance Plan and obtaining approval of the University, obtaining any/all statutory approvals required, preparing working drawings, construction as per approved design and drawings, conducting

- field and laboratory tests, third party tests of material and obtaining approvals of the University thereof, supply, fabrication and erection of concertina coils and its supporting arrangements for the wall, and miscellaneous items executing and completing all the works as per defined Scope of Work (Section 6), preparing and submission of “As Built” drawings at the end of construction and obtaining approvals of the University including remedying any defects therein up to the end of the defects and liability period of 24 months.
- 2.9.2 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 GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and the Nalanda University shall not entertain any claim whatsoever in this respect.
- 2.9.3 The Bidder shall quote further breakdown of Lump sum costs in the billing schedule provided in Appendix II – Financial Bid.
- 2.9.4 The lump sum offer shall provide for all superintendence, labour, material, plant, equipment and all other things required for work including all taxes duties, royalties, and such other charges except for the exemptions provided for in the contract.
- 2.9.5 Prices quoted by the Bidder shall be **fixed** during the Bidder’s performance of the Contract and not subject to variation on any account, for goods and services. A Bid submitted with an adjustable price quotation or with any other conditions for such goods and services will be treated as non-responsive and rejected.
- 2.9.6 For all goods and services covered in this Bidding Document, prices shall be quoted in Indian Rupees only and payments shall be made in Indian currency only.

2.10 Clarification

- 2.10.1 Bidders requiring any clarification on the RFP may notify the University in writing or by fax and e-mail in accordance with Clause 2.1.13. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.6. The University shall endeavor to respond to the queries within the period specified therein. The University will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.10.2 The University shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the University reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the University to respond to any question or to provide any clarification.
- 2.10.3 The University may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the University shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by University or its employees or representatives shall not in any way or manner be binding on the University.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the Bid Due Date, the University may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Corrigendum.
- 2.11.2 Any Corrigendum issued hereunder will be in writing and shall be uploaded to the website.
- 2.11.3 In order to afford the Bidders a reasonable time for taking a Corrigendum into account, or for any other reason, the University may, in its sole discretion, extend the Bid Due Date.

2.12 Preparation and Submission of Bid

- 2.12.1 Format and signing of Bid - The Bidder shall provide all the information sought under this RFP. The University will evaluate only those Bids that are received in the required formats and complete in all respects. The completed Bids shall be submitted by 03:00 PM (IST) on 19th February 2020 on CPPP e-tender website (<https://eprocure.gov.in/eprocure/app>) in two stage systems as follows:
 - a) Technical Bid along with the documents/information as provided in Clause 2.4 and Appendix I
 - b) Financial Bid in the format as specified in Appendix II.
- 2.12.2 The Bid shall be submitted online strictly in accordance with the Instructions to Bidders, terms and conditions given in the RFP document. The Bidder should submit hard copy of Technical bid documents including blank tender document (without indication of quoted cost) uploaded in e-tender duly signed and affixed with company's seal on each page, before opening of the tender, to the office of **The Registrar, Nalanda University, At-Chhabilapur Road, Rajgir, District – Nalanda, Bihar – 803116.**
- 2.12.3 Bidders are particularly advised to fill in the details asked for, strictly in the prescribed forms. Bidders are liable to be rejected if relevant details are not furnished as per enclosed formats and also which do not meet the pre-qualification requirement as specified in the tender notice. The Bidder may furnish along with his Bid any additional information that in his opinion will highlight his capability to perform.
- 2.12.4 The Bidder should note the following carefully:-
 - a. The Bidder should quote his cost offer only in Financial Bid.
 - b. Bidder should not indicate his cost offer anywhere directly or indirectly in Technical Bid.
 - c. The Bidder should quote for the work as per Technical scheme and design and Scope of Work as specified in RFP documents.
 - d. The Bidders should ensure that their Bids are submitted online before the expiry of the specified time limit.

- e. No delay on account of any cause will be entertained for the late receipt of Bid.
- f. Bid offered or received after the stipulated time limit will either not be accepted and if inadvertently accepted, will not be opened and shall be returned to Bidder unopened.
- g. No page shall be added or removed from the set of tender document.

2.13 Process of E-tendering

- 2.13.1 It is mandatory for all the Bidders to have Class-II Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or organization) from any of the licensed Certifying Agency to participate in e-tendering of the University. DSC should be in the name of the authorized signatory as authorized in Appendix I of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Joint Venture in the Lead Member capacity, as applicable).
- 2.13.2 If the firm / Joint Venture is already registered with the CPPP e-tendering portal, and validity of registration is not expired, the firm / Joint Venture is not required a fresh registration.
- 2.13.3 Step by step guide is available in <https://eprocure.gov.in/eprocure/app>.

2.14 Bid Due Date

- 2.14.1 Bid and Enclosures of Bid should be submitted on or before the Bid Due Date as mentioned in Clause 1.6 at the address provided in Clause 2.13.2 in the manner and form as detailed in this RFP.
- 2.14.2 The University may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12.

2.15 Late Bids

- 2.15.1 2.16.1 Bid received physically by the University after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Contents of the Financial Bid

- 2.16.1 The Bid shall be furnished in the format at Appendix II (where a lump-sum fee in Indian Rupees will be quoted by the Bidder) for the design, supply, construct, test, erect and commission in accordance with this RFP and the provisions of the Agreement. The draft agreement is given in Appendix III.
- 2.16.2 Generally, the Project will be awarded to the technically qualified Bidder who quotes the lowest Bid price.
- 2.16.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.17 Modification/ substitution/ withdrawal of Bids

- 2.17.1 No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.
- 2.17.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the University, shall be disregarded.

2.18 Rejection of Bids

- 2.18.1 Notwithstanding anything contained in this RFP, the University reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the University rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.18.2 The University reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.19 Validity of Bids

- 2.19.1 The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Date of opening of the Technical Bids. The validity of Bids may be extended by mutual consent of the respective Bidders and the University.

2.20 Confidentiality

- 2.20.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the University in relation to or matters arising out of, or concerning the Bidding Process. The University will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence.

2.21 Correspondence with the Bidder

- 2.21.1 Except as provided in the RFP, the University shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.22 Earnest Money Deposit (EMD)

- 2.22.1 The Bidder shall furnish as part of its Bid, an EMD referred to in Clause 2.1.10 hereinabove by way of Demand Draft of the full amount or in a combination of 50% amount in the form of Demand Draft and rest in the form of Bank Guarantee in the name of Nalanda University, Rajgir.

- 2.22.2 Any Bid without the EMD shall be summarily rejected by the University as non-responsive.
- 2.22.3 The University will return the amount of EMD in the amount of Performance Security to be provided by the successful bidder in accordance with the provisions of the Agreement.
- 2.22.4 The University shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified in Clause 2.23.5 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the University will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation/exemption of any kind on EMD shall be given to any Bidder.
- 2.22.5 The EMD shall be forfeited and appropriated by the University as damages payable to the University for, inter-alia, time cost and effort of the University without prejudice to any other right or remedy that may be available to the University under the bidding documents and/ or under the Agreement, or otherwise, under the following conditions:
- a) If a Bidder submits a non-responsive Bid as defined in 3.2;
 - b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section of this RFP;
 - c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the University;
 - d) In the case of Selected Bidder, if it fails within the specified time limit -
 - i. to sign and return the duplicate copy of LoA;
 - ii. to furnish the Performance Security within 15 days of issuance of LoA; and/or
 - iii. to sign the Agreement;
 - e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.23 Performance security

- 2.23.1 Within 15 (fifteen) days of issuance of Letter of Award (LoA), the successful bidder shall furnish to the University a Performance Security in accordance with in the format given in this RFP at Appendix IV – A. The successful bidder can submit the performance security in the form of a Bank Guarantee issued by a nationalized bank,

or a Scheduled Bank in India in favour of Nalanda University. The performance security shall be sum equivalent to 10% of the price quoted by the bidder for carrying out the works. The EMD submitted by the successful Bidder shall be returned only after submission of the performance security in the prescribed format.

3 Evaluation of Bids

3.1.1 Technical Bid –

- a. Technical Bid of all the Bidders will be opened by a duly constituted Tender Opening Committee of Nalanda University on time & date as specified under Clause 1.6 above.
- b. The Bidder's name, contents of the covering letter, the availability of requisite EMD and such other details as the University at their discretion, may consider appropriate, will be announced at the time of Tender Opening for which Bidder's authorized representative who may wish remain present during opening of the bids.
- c. Evaluation of Technical Bids shall be considered only as a Pre-qualification and responsiveness test. The Evaluation of the Technical and Financial Capacity shall be carried out for the Bidders who completely fulfill the eligibility requirements specified in Clause 2.2 and Clause 2.4. Bidder failing to meet any of the requirement specified in Clauses 2.2 or 2.4 shall be treated non responsive and will be rejected for further evaluation of Financial Bid.
- d. Conditional Bids will be rejected outright considering them as non-responsive offers and the Bids will be liable to be rejected outright if it is found that:
 - (i) The Bidder proposes any alternation in the work specified in the Bid or in time allowed for completing the works or indicate any other unacceptable condition.
 - (ii) Disclosure/indication of the quoted price in the Technical Bid shall render the Bid disqualified and rejected.
- e. Before the evaluation of the Technical Bid the University will determine whether or not the Bid is responsive to the requirements of the RFP documents in accordance with the provisions of Clause 3.2.
- f. Bids determined to be responsive will be checked by the University for any Arithmetical Errors in computation and summation and where there is discrepancy between amounts in figures and words, the amount in words will govern.

3.1.2 Financial Bid:-

- a. The Financial Bid shall be opened on a date to be fixed later and intimated to all the responsive and eligible Bidders to enable them to be present at the opening, if they so wish and the Financial Bid will be opened in the Project Office of Nalanda University Main Campus, At-Village Pilkhi, Rajgir, District Nalanda, Bihar – 803116.
- b. The Bidders, whose bid is adjudged, qualified as per the information provided in the Technical Bid including its responsiveness shall be shortlisted and invited for the opening of the Financial Bid by the University. A separate communication will be sent by the University, intimating the Financial Bid opening to all qualified bidders.

- c. The Bidder is required to furnish the details completely as per Appendix II (Financial Bid). The financial bid evaluation will be carried out by the University in order to select the bidder quoting the lowest cost
- 3.1.3 To assist in the examination, evaluation and comparison of Bids, the University may ask Bidders, individually for clarifications of their Bids. The request for clarification and the response shall be in writing or by e-mail, but no change in price or substance of the Bid shall be sought, offered or permitted nor the Bidder be permitted to withdraw his Bid before the expiry of the Bid validation period.
- 3.1.4 All costs, charges and expenses including stamp duty in connection with the Agreement as well as preparations and completion of Agreement shall be borne by the Bidders.
- 3.1.5 The Successful Bidder shall, in accordance with the requirement of the University, afford all reasonable opportunities for carrying out their work to any other contractors employed by the University and their workmen and to the workmen of the University and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the contract or of any contract which the University may enter into in connection with or ancillary to the works.

3.2 Test of responsiveness

- 3.2.1 Prior to evaluation of Bids, the University shall determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:
 - a) The Bid is signed, sealed and marked as stipulated in clause 2.13.1;
 - b) The Bid is accompanied by the EMD as specified in Clause 2.1.10;
 - c) All the required document as per Clause 2.4 have been submitted and are in the formats as specified in Appendix I and II provided in this RFP document.
 - d) The Bid contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
 - e) The Bid does not contain any condition or qualification; and
 - f) The Bid is not non-responsive in terms hereof.
- 3.2.2 The University reserves the right to reject any Bid which is not responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the University in respect of such Bid.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose quote with the overall cost turns out to be the least will be considered as the successful bidder ("Successful Bidder").
- 3.3.2 In the event that two or more Bidders quote the same Bid price (the "**Tie Bids**"), then the University shall select the Successful Bidder who has more installed capacity and has more experience in similar projects than the other Bidder (s) beyond the stipulated capacity defined for Technical Evaluation.
- 3.3.3 In case the Lowest Bidder withdraws or is not selected for whatsoever reason, the University reserves the right to invite the second Lowest Bidder for negotiations and award the work. In the event second lowest bidder is unwilling to take up the project at the negotiated price University reserves right to annul the Bidding Process and invite fresh Bids.

- 3.3.4 After selection, a Letter of Award (the “LoA”) shall be issued, in duplicate, by the University to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the University may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as Damages on account of failure of the Successful Bidder to acknowledge the LoA, and inconformity with Clause 2.1.10.
- 3.3.5 After acknowledgement of the LoA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder to execute the Agreement within the time period notified by the University. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.
- 3.3.6 In the event that the University rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids thereunder.

3.4 Contacts during Bid Evaluation

- 3.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the University makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the University and/ or their employees/ representatives on matters related to the Bids under consideration.

4 Fraud and corrupt practices

4.1 General

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Agreement, the University may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the University shall be entitled to forfeit and appropriate the Bid Security (EMD) or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the University under the Bidding Documents and/ or the Agreement, or otherwise.
- 4.1.2 Without prejudice to the rights of the University under Section 4 hereinabove and the rights and remedies which the University may have under the LoA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the University to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the University during a period of 2 (two) years from the date such Bidder, or

Contractor, as the case may be, is found by the University to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the University who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefore, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the University, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process), engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the University in relation to any matter concerning the Project;
- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the University with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Miscellaneous

5.1.1 The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rajgir, Bihar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

5.1.2 The University, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Bidder in order to receive clarification or further information;

- c) Retain any information and/ or evidence submitted to the University by, on behalf of any Bidder; and/ or
- d) Independent verify, disqualify, reject and/ or accept any and all submission or other information and all submission or other information and/ or evidence submitted by or on behalf of any Bidder

5.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the University, its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6 Terms of Reference

6.1 SCOPE OF WORK

- 6.1.1 The Nalanda University Main Campus site is located along the Patna - Rajgir Highway and is well connected with the city of Rajgir, Bihar. Total area of the campus is approximately 455 acres ("Site").
- 6.1.2 To secure this 455 acre land parcel an 8.305 Kilometer long RCC boundary wall was constructed by the University in the year 2011-12. As the works for construction of the buildings and the site development has been taken up as per the development programme of the self-sustained, state-of-the-art, modern, Net Zero Main Campus are in its peak, the University intends to upgrade the boundary wall commensurate to the height of finished level of the internal road network and plinth of the buildings. The reconstruction of the boundary wall involves survey, investigation of soil conditions, demolition of the existing wall wherever necessary, retrofitting/reconstruction based on sub-soil conditions, geographical parameters, water channels, location of storm water drains, etc.
- 6.1.3 All works shall be carried out as per the latest CPWD technical specifications, BOQ and related details as per instructions of Engineer-in charge. The drawings attached may not be the final drawings. The work is to be performed as per the specifications /directives from time to time by the Engineer-In-Charge.

- 6.1.4 The work under proposal is to be completed in all respects for the successful completion and handing over the completed works to the University in a timely manner. The work involves engineering procurement construction and dismantling of entire existing wall and disposal of debris at a designated place as per the directions of the Engineer-In-Charge is to be carried out prior to construction of entire Boundary wall including all other associated works. On award of work, the contractor will carry out the survey works and initial site levels, wherever necessary, as directed by Engineer-in- Charge. Further to determine the existing soil conditions and its safe bearing capacity for design purpose investigation of the sub-soil properties has to be carried out.

6.2 Site Survey, Design, Approvals and Construction

6.2.1 Site Survey

Carry out required surveys, investigations (topographical and geotechnical), laboratory tests, analysis and studies including collection of other relevant data as necessary for the detailed design and submission of a complete and comprehensive report to the University up to the satisfaction of the Engineer-In-Charge. All tests are required to be conducted from NABL Accredited Laboratories and approval of a panel of Laboratories shall have to be obtained from the University.

6.2.2 Detailed Design

- (1) All design should be based on the guidelines of National Building Code 2017 and other relevant Indian Standards (latest versions) for such purpose.
- (2) In case Geotechnical investigations requires any special kind of cement or higher grade of

concrete, the same shall be provided. The foundation system shall be made which transfer loads safely to the soil for the boundary wall structures, depending on soil conditions, geographical condition,

regional wind speed, bearing capacity, slope stability etc. All foundation system and foundation depth shall be decided based on the approved geotechnical investigation report. No foundation shall be allowed on back filled soil and the foundation depth to reach below the NGL.



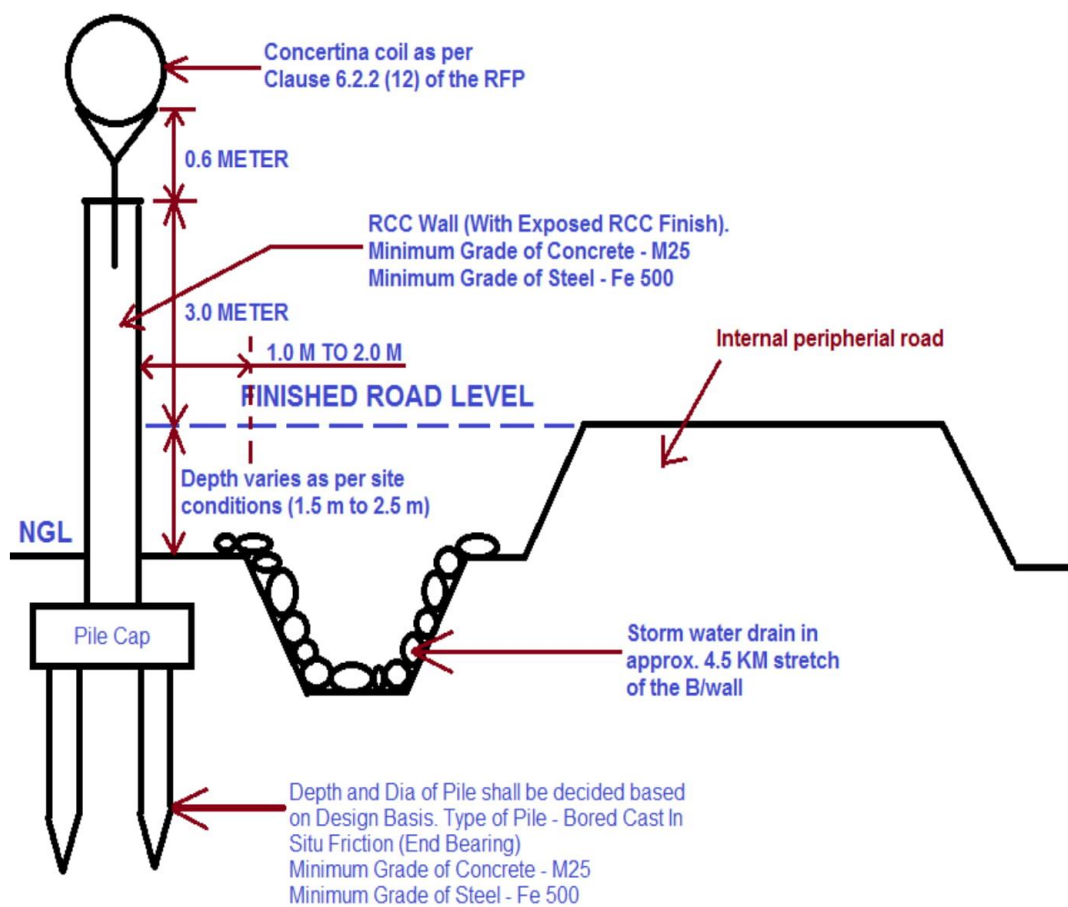
- (3) All loads shall be considered in line with IS: 875. Seismic load for design shall be in accordance with IS 1893 and relevant standards considering Seismic Zone –IV for load calculation and design. IS: 2502 Code of Practice for Bending and Fixing of bars for concrete Reinforcement must be compiled for reinforcement. IS: 5525 and SP: 34 shall be followed for reinforcement detailing.
- (4) A minimum 75 mm thick PCC shall be provided below RCC wherever RCC is laid over the ground. Proper and sufficient formwork/shuttering shall be provided for the required period as per IS: 456.
- (5) For All RCC works Minimum M25 design mix as per IS:456-2000 shall be Used.
- (6) For structural concrete items, Ordinary Portland Cement (43 Grade) conforming to IS: 8112 and Fly ash based Portland Pozzolana Cement conforming to IS:1489 (Part-1) shall be used for superstructure.
- (7) Type of cement for sub-structures shall be decided based on the final soil investigation report. Coarse aggregate for concrete shall be crushed stones chemically inert, hard, strong, durable against weathering of limited porosity and free from deleterious materials. It shall be properly graded. It shall meet the requirements of IS: 383.
- (8) Sand shall be hard, durable, clean and free from adherent coatings of organic matter and clay balls or pellets. Sand, when used as fine aggregate in concrete shall conform to IS 383. For plaster (if required), it shall conform to IS: 1542 and for masonry work to IS: 2116.
- (9) Reinforcement steel shall be of high strength deformed TMT steel bars of grade minimum Fe-415/Fe- 500 D and shall conform to IS: 1786. Ductile detailing in accordance with IS: 13920 shall be adopted for superstructure and substructure of all RCC buildings / structures.
- (10) All brick works, if required, shall be done using at least Class designation 7.5 of approved quality as per IS: 1077, IS: 2212 and IS: 3495. The cement mortar for brick masonry shall be in the ratio 1 cement and 5 sand by weight. The cement mortar shall be machine mixed. Bricks required for masonry work shall be thoroughly soaked in clean water tank for approximately two hours before their actual use. Brick shall be laid in English bond style. Green masonry work shall be protected from rain. Masonry work shall be kept moist on all the exposed faces for a period of seven days from the day of execution.
- (11) **Stone Work in External Facings and Veneers** – Decorative stone cladding (dry/wet) in external facings in some parts of the wall (portion of wall along SH 71), as per the directions of the Engineer-In-Charge, is to be taken up. The design should be in accordance to the IS 4101 (Part I) and other relevant IS Codes like IS: 1122, IS 1123, IS 1124, IS 1125, IS 1126, IS 1129, IS 1200 (Part IV), IS 1805, IS 3622 and CPWD Technical Specifications for Subhead: 7.0 (Stone Work).
- (12) **Concertina Coil Fencing** –
 - (i) Concertina coil fencing shall be dia 610 mm (having 15 nos round per 6 mtre. length), spring core (2.5 mm thick) wire of high tensile strength of 165 kg./sq.mm with tape (0.52 mm thick) and weight 43.478 gm/metre.
 - (ii) The spacing of posts shall be 2.4 m or 3.00 m apart centre to centre, unless otherwise specified or as per Engineer-in-Charge to suit the dimension of the area

to be fenced. Every 15th last but one end posts and corner posts shall be struted on both sides and end posts on one side only.

- (iii) Concertina coil fencing shall be fixed on 'Y' shaped angle iron with 9 horizontal reinforced barbed tape (RBT) stud tied with GI staples and GI clips to retain horizontal including necessary bolts or GI barbed wire tied to angle iron all complete as per directions of Engineer-in-Charge with reinforced barbed tape.
- (13) Preparation and submission of Detailed Design including Architectural and Structural Design Basis Report and drawings including design criteria, design parameters, design assumptions, method of analysis on all components of the project conforming to Technical Specifications as defined in the RFP.
- (14) Before execution the detail designs shall be submitted to the University for Approval and design/drawings shall be proof checked by reputed institution/ agency, preferably from NITs or IITs.
- (15) Details of control arrangement, Quality Assurance Plans, and working drawings including all type of details for execution of the work shall be submitted to University for its approval.
- (16) Prepare and implement plans, designs, drawings, estimates and specifications for infrastructure, equipment and materials;
- (17) Identify project phases and elements and assign personnel to phases and elements;
- (18) Interpretation of the drawings in the detailed Master Plan during construction.
- (19) Responsible for ensuring all BOQ, Drawings and technical specifications are correct and feasible.
- (20) Monitor the progress of works and ensure compliance with general requirements of engineering standards/practices including the environmental issues as applicable for the Project.
- (21) Determine and implement project schedule as per detailed master plan and specifications, calculating time requirements and sequencing project elements.
- (22) Prepare project status and trend analysis reports and recommend actions.
- (23) Maintain project schedule by monitoring project progress, coordinating activities and resolving problems.

6.2.3 Typical cross section (indicative & not to scale) showing technical details pertaining to the Minimum Structural details of the Wall –

**TYPICAL DETAIL OF RCC BOUNDARY WALL & PILE
(FOR BASIC INFORMATION ONLY)**



The entire wall shall have exposed RCC finish except the external surface of the 2.5 Km stretch adjacent to SH 71 shall be veneered with decorative Rajasthan Sand Stones with requisite thickness and colour. Design/pattern shall be approved by the Engineer-In-Charge.

6.2.4 Statutory Approvals

- (1) All the civil and structural steel fabrication works shall be carried out as per the detailed description of the civil works.

- (2) Secure all approvals prior to commencement of construction from the statutory authorities.
- (3) Obtaining Approvals & Consents from relevant authorities, if any required, from all Statutory Agencies etc. However, any statutory fees paid by the contractor shall be reimbursed against sub-mission of documentary proof.

6.2.5 Dismantling & Demolition of the Existing Wall Wherever Required

- (1) The existing walls are to be dismantled and the debris to be disposed of at a designated place as per directions of the Engineer-In-Charge by the EPC Contractor prior to undertaking construction of the new wall. The execution has to be carried out in such a manner by providing temporary barricading in full height for the portion of wall dismantled until completion of work for that portion excluding fixing of concertina coils. Proper safety measures have to be ensured by the EPC Contractor while dismantling /re-constructing the entire wall. During Construction optimum care shall be taken by the EPC Contractor in respect of choosing construction methodology, type of foundation, etc. keeping in mind the adjacent facilities/structures and any other private properties. The EPC Contractor shall be responsible for any loss or damage of any public or private property, inside or outside the Boundary Walls, occurred during execution of the works.
- (2) A detailed Methodology for dismantling and removal of debris shall be prepared by the EPC Contractor in accordance with IS: 4130 (latest version) and CPWD Technical Specifications Subhead 15: Dismantling and Demolishing. Approval for the same shall be obtained from the Engineer-In-Charge, by the EPC Contractor, prior to execution of such work.

6.2.6 Construction, Trial and Testing

- (1) All works to be carried out in accordance with latest CPWD Technical Specifications
- (2) Demolition of existing wall wherever necessary, collection, transportation and disposal of the debris up to the satisfaction of the Engineer-In-Charge.
- (3) Undertake construction as per the approved design.
- (4) Undertake additional designs and modifications, as needed, during construction.
- (5) Preparation of as-built drawings of structures and a detailed project completion report.
- (6) Arrangement of all temporary sheds, office, go-downs etc. required for storage of materials, equipment and for Contractor's supervisory personnel at Site.
- (7) Supply of all civil, mechanical, electrical, piping related items, etc. at the Site.
- (8) To supply all equipment, to meet in all respect, the requirements of the University in regard to performance, durability and satisfactory operation. All equipment supplied shall conform to the relevant Indian standards. The sizes and numbers of the units prescribed for are based on University's preliminary design and may vary to suit conditions and requirements.
- (9) Carry out site clearing from all vegetation, trees, roots, etc. and leveling works
- (10) Development of greenbelt and landscaping services as per the plan
- (11) Preparation of monthly reports on the progress of the project work as a whole for the information of the University

- (12) Carry out Performance Test prior to commencement of commercial operations.
- (13) Carry out Trial Runs for three months post commissioning of the infrastructure components such as Water supply, power supply , wastewater treatment , solid waste management
- (14) Submission of AS Built Drawings of the project.

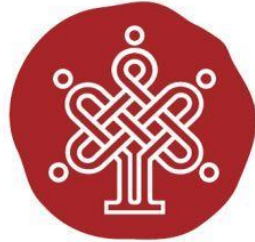
Not limiting to the scope of work and the technical specifications defined above, the Bidder has to ensure that he considers time required for Approvals as well as all the items that are required for the Construction of the Boundary Wall to ensure the desired output characteristics and a trouble free operation within the quoted price.

6.5 Terms of Payment & Milestone Schedule

The billing schedule shall be as under:

Sl. No.	Mile Stone	Item Description	Completion Time of the Mile Stone from Date of Commencement (D)	Lump Sum Percentage of total Contract Value to be released.
1.	M-1	Upon approval of Site survey report including topographical and geotechnical investigations Architectural Design/work schedule/ Design Basis/ execution drawings/ structural proof checking and approval of design from proof checking consultants and/or any other document required prior to starting the works at site.	D + 6 weeks	15%
2.	M-2	Upon completion of construction of 25% of the complete wall length as per approved drawings	D + 11 weeks	15%
3.	M-3	Upon completion of construction of 50% of the complete wall length as per approved drawings	D + 16 weeks	15%
4.	M-4	Upon completion of construction of 75% of the complete wall length as per approved drawings	D + 21 weeks	15%
5.	M-5	Upon completion of construction of 100% of the complete wall length as per approved drawings	D + 26 weeks	15%
6.	M-6	Upon fixing of complete concertina coils	D + 31 weeks	10%

7.	M-7	Overall completion, handing over and submission of As Built Drawings, all field and laboratory test reports, third party test reports, etc. all complete.	D + 32 weeks	15%
Total =			32 Weeks	100%
<p>Note:</p> <p>(3) The Commencement Date (D) shall be reckoned from the 16th day from issuance of Site Handover Notice to the successful Bidder.</p> <p>(4) Site shall be handed over as is where-is basis.</p> <p>(5) A Security Deposit equivalent to 5% of each running bill value shall be deducted from all the running bills. The Retention money shall be released as per provisos in the Appendix III – General Conditions of the Contract.</p>				



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Appendices

Appendix I – Supporting documents for Technical Bid

RFP No: NU/Engg/EPC/2019-20/128 (re-tender) dated 20th January 2020

Form 1
Checklist to Accompany the Tender

Sl. No	Description	Submitted	Page No. (See Note Below)
1	EMD and Non Refundable E-Tender Processing Fee	Yes/No	
2	Copy of GST Registration	Yes/No	
3	Copy of Pan Card along with IT returns for the last five financial years, in case of an Indian Company, and Audited Balance Sheets for last five financial years	Yes/No	
4	Proof of Liquid Assets in the form of Solvency Certificate not more than 6 months preceding the Bid Due Date	Yes/No	
5	In case of Joint Venture, Joint Venture Agreement with jointly and severally liability clause along with clear responsibilities.	Yes/No	
6	Copy of Certificate of Incorporation along with MOU and AOA in case of company, Copy of Registered partnership deed in case of Partnership firm, copy of Registration with Central/State PWDs/Govt./Semi Govt. Bodies/Central or State Ministries/Departments in appropriate class in case of Individual.	Yes/No	
7	Letter of Undertaking stating the Litigation History, Non completion of works for any Central/ State Governments, Blacklisting, Debarring etc.	Yes/No	
8	Audited Financial Accounts of the Bidder (of each member in case of Joint Venture) for the last 5(five) financial years preceding the Bid Due Date.	Yes/No	
9	Checklist as per Form 1	Yes/No	
10	Details of Bidder as per Form 1A	Yes/No	
11	Letter Accompanying the Technical Bid as per Form 2	Yes/No	
12	Format for Power of Attorney for signing of Bid as per Form 3	Yes/No	
13	Format for Power of Attorney authorizing the Lead Member as per Form 4	Yes/No	
14	Financial Eligibility along all relevant documents as per Form 5	Yes/No	

15	Details of Similar Projects Carried out in Last ten years as per Form 6	Yes/No	
16	Details of Current work and Immediate Work as per Form 7	Yes/No	
17	List of Machineries & Equipment as per Form 8	Yes/No	
18	Qualification and Experience of Manpower as per Form 9	Yes/No	
19	Additional Information if any	Yes/No	

Notes:

1. All the statements, copies of the certificates, documents etc., shall be given page numbers on the right corner of each certificate, which will be indicated in last column against each item. The statements furnished shall be in the formats appended to the RFP document.
2. The information shall be filled-in by the Bidder in the checklist and Form 1 to 10, for the purposes of verification as well as evaluation of the Bidder's compliance to the qualification criteria as provided in the RFP document.
3. In case if the Bidder is a Joint Venture, then each member of the Joint venture should submit the details required under serial number 2-4 and 13-17.

(Seal & signature of the Bidder)

Form 1A
Details of Bidder
Authorized Signatory

Name & seal of Bidder/Lead Member: _____

Class III DSC ID of Authorized Signatory: _____

Appendix IA

Annex-I

1. (a) Name :
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

- (e) Fax Number :
 - (f) Class III Digital Signature Certificate ID number
5. In case of a Joint Venture:
- (a) The information above (1-4) should be provided for all the Members of the Joint Venture.
 - (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 1.2 should be attached to the Application.
 - (c) Information regarding the role of each Member should be provided as per table below:-

Sl. No.	Name of Member	Role	Share of Work in Project
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with Clause 2.1.23 of the RFP document.

- (d) The following information shall also be provided for each Member of the Joint Venture:

Name of the Applicant/Member of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Joint Venture been barred by the [Central/State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on Bid due date.		
3.	Has the Bidder/constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last		

	three years?		
--	--------------	--	--

6. A statement by the Bidder and each of the Member of its Joint Venture (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Name of the Applicant/Member of Joint Venture:

Sl. No.	Criteria	1st Last Year	2nd Last Year	3rd Last Year
1.	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint venture Member.			
2.	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Authority/Government on the Bidder including any of its Joint Venture Member.			

Signature of Bidder/Lead Member & Seal

Form2
Letter Accompanying the Technical Bid

(On Official Letter Head of the Bidder)

Date:

From:

To

The Registrar
Nalanda University
At-Chhabilapur Road
Rajgir, District Nalanda
Bihar – 803 116.

Subject: Engineering-Procurement-Construction (EPC) Contract for Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University's Main Campus at Rajgir, Dist. – Nalanda, Bihar.

Reference: RFP No: NU/Engg/EPC/2019-20/128 (re-tender) dated 20th January 2020

Dear Sir,

With reference to your RFP document dated _____ (the "RFP Document"), I/we, have examined the RFP Document and understood their contents, and hereby submit my/our Technical Bid for "*Engineering-Procurement-Construction (EPC) Contract for Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University's Main Campus at Rajgir, Dist. – Nalanda, Bihar.*" The Bid is unconditional and unqualified.

I/ We agree and understand that the Bid is subject to the provisions of the RFP Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/us or our Bid is not opened or rejected.

Yours faithfully,

(Signature, name and
designation of the Authorized
signatory)

Date:

Place:

Name and seal of Bidder/Lead Member

Form 3

Format for Power of Attorney for signing of Bid

Know all men by these presents, We.....
(name of the firm/company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name),
son/daughter/wife of and presently residing at
....., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of , as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the “**Engineering-Procurement-Construction (EPC) Contract for Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University’s Main Campus at Rajgir, Dist. – Nalanda, Bihar.**” proposed or being developed by the Nalanda University (the “**Employer**”) on EPC mode (the “**Project**”) including but not limited to signing and submission of all applications, participate in meetings and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Application and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Application for the said Project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2020.

For

(Signature, name, designation and address of person authorized by Board Resolution (in case of Company)/ partner in case of Partnership firm Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/

Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature Name and Address of the Notary)

Seal of the Notary

Registration No. of the Notary

Date:.....

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form 4
Format for Power of Attorney for Lead Member of Joint Venture

Whereas the Nalanda University (“**the Employer**”) has invited Bids from bidders for “**Engineering-Procurement-Construction (EPC) Contract for Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University’s Main Campus at Rajgir, Dist. – Nalanda, Bihar.**” proposed or being developed by the Jawaharlal Nehru Port Trust (the “**Employer**”) on EPC mode (the “**Project**”).

Whereas,and (collectively the “**Joint Venture**”) being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the document and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at
M/s.....
having our registered office at, and M/s..... having our registered office at, (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at, being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the Bidding process and, in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in meetings, respond to queries, submit information/ documents, sign and generally to represent the Joint Venture in all its dealings with the Employer, in all matters in connection with or relating to or arising out of the Joint Venture’s Application.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2015

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

(Executants)

(To be executed by all the Members of the Joint Venture)

Witnesses:

1.

2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Form 5

Financial Capacity

A. Name of Applicant					
B. Financial Information of previous 5 years (in Rs)	2014-15	2015-16	2016-17	2017-18	2018-19
C. Turnover					

Note:

- The above information shall be **Certified by the Statutory Auditors**
- Copies of Financial Statement, Audited Balance Sheets should be provided
- In case the applicant is a JV, then the above information has to be submitted for **each of the partner.**

Form 6

Details of Similar Projects Carried out in Last 7 years

S No	Project Name	Name of the Employer	Description of the services provided.	Value of Contract	Completion time as stated in the Tender (Months)	Actual completion time (weeks)	Total Payment Received	Actual date of completion

(Seal & Signature of Bidder)

Note:

1. The above details shall be certified by Statutory Auditor.
- 2. The Applicant should enclose completion certificates in support of the project experience.**
3. Project Experience without Completion Certificates shall not be considered for evaluation
4. Completion Certificates issued by Executive Engineer and above shall be considered for evaluation in case of projects executed for Government Entities
5. In case of projects Executed for Private Sector, Certificates signed by the Officials representing Senior Management Shall be considered
6. Similar project shall be as per the eligibility criteria mentioned in the RFP
7. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Form 7

Details of Current Work and Immediate Work

Sr. No.	Client with Address	Description of the work	Value of contract in Rupees.	Completion time as stated in the Contract	Percentage completion	Remarks.
A	Current works in hand					
B	Immediate Commitments.					

(Seal & Signature of Bidder)

Note:

1. The above details shall be certified by Statutory Auditor.
2. The Contractor should enclose relevant proofs in support of the project experience.
3. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (Sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Form 8

List of Machineries & Equipment

List of Machinery/ Equipment owned by the Bidder

Sl. No	Type of Equipment	Make/ Model	Nos. Owned	Year of Procurement	Present condition	Present Location	Availability For this Project	Remarks

(Seal & Signature of Bidder)

Form 9

Qualification and Experience of Manpower to be deployed for the project

S No	Position	Name	Qualification	Years of Experience (General)	Years of experience in the proposed position

(Seal & Signature of Bidder)

Note:

The successful Bidder shall provide short CVs of the Personnel nominated for the project along with the Form 9 before signing of Contract Agreement.

Form 10

FORMAT OF JOINT VENTURE AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT VENTURE AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at } (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) **Nalanda University, Rajgir, Bihar**, established under the Nalanda University Act 2010, (Act 39 of 2010), (the “**Employer**”) has invited bids by way of Request for Proposal No. NU/Engg/EPC/2019-20/128 (re-tender) dated 20th Jan 2020 (the “**RFP**”) for award of contract for “**Engineering-Procurement-Construction (EPC) Contract for Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University’s Main Campus at Rajgir, Dist. – Nalanda, Bihar.**”
- (B) All the Parties are interested in jointly bidding for the Project as members of a Joint Venture and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Joint Venture shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Joint Venture:

2.1 The Parties do hereby irrevocably constitute a Joint Venture (the “**Joint Venture**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Project, either directly or indirectly.

3. Covenants The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an EPC Contract with the Authority for performing all its obligations as the Contractor in terms of the EPC Contract for the Project.

4. Share Holding Pattern in the Joint Venture Company

The Parties hereby agree, confirm and undertake to incorporate a Joint Venture Company under the Companies Act, 2013 with shareholding/ownership equity commitment(s) as provided herein below. The said Joint Venture Company would enter into the EPC Agreement with the Employer and subsequently carry out all the responsibilities as the “Contractor” in terms of the EPC Agreement, in case the Project is awarded to the Joint Venture. The Parties further undertake that till the completion of the Project the shareholding of the Lead Member in the Joint Venture Company shall not be less than 51%.

Names of Shareholders	Description of Shareholding (%)
Lead Member	
Other Members	
Total	100%

5. Role of the Parties The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead member of the Joint Venture and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding Process and until the Appointed Date under the EPC Contract; (b) Party of the Second Part shall be {the Member of the Joint Venture; and} (c) Party of the Third Part shall be {the Member of the Joint Venture.}

6. Joint and Several Liability The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract.

7. Share of work in the Project The Parties agree that the proportion of construction in the EPC Contract to be allocated among the members shall be as follows: First Party: Second Party: {Third Party:} Further, the Lead Member shall itself undertake and perform at least 30 (thirty) per cent of Construction if the Contract is allocated to the Joint Venture.

8. Representation of the Parties:

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member is annexed to this Agreement, and will not, to the best of its knowledge: (i) require any consent or approval not already obtained; (ii) violate any Applicable Law presently in effect and having applicability to it; (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion (the “Defects Liability Period”) is achieved under and in accordance with the EPC Contract, in case the Project is awarded to the Joint Venture. However, in case the Joint Venture is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous:

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

THIRD PART

(Signature)

(Signature)

(Signature)

(Name)

(Name)

(Name)

(Designation)

(Designation)

(Designation)

(Address)

(Address)

(Address)

In the presence of:

1.....

2.....

Notes:

1. The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Venture Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Joint Venture Member.
3. For a Joint Venture Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX – II

TECHNICAL SPECIFICATIONS

For

Engineering-Procurement-Contract

General Notes: All the works pertaining to design and execution are to be carried out as per latest version of NBC, specifications of CPWD/MES/Indian Railways/State PWD, and relevant IS Codes unless otherwise specified by the University. Measurements of all the items of work will be done as per IS 1200 with its latest revisions, unless otherwise specified in BOQ or detailed specifications. In the absence of all the above three general engineering practice followed in construction industry or the local customs will be followed. Unless otherwise specified the rates of various items will be for all heights, leads and lifts.

1. PILEWORK –

- a) Please refer to Relevant Paras for Cast in Situ Bored Piles of CPWD Specifications Volume II – 2009 Page No.905 to 948 (with its latest corrections slips up to the date of submission of the Tender.
- b) Contractor shall strictly follow the procedure laid down in the above specifications for quality of Materials, Boring of Piles, Equipment to be used and Testing of Piles.
- c) Contractor shall also be responsible for ascertaining the Load Carrying capacities through Relevant Pile testing as specified in these specifications and as per relevant Indian Standards at specified frequency.

2. EARTHWORK –

Please refer to CPWD Specifications Volume I – 2009 Page No.25 to 60 (with its latest corrections slips up to the date of submission of the Tender.)

3. CONCRETE WORK –

- a) Please refer to Relevant Paras for Concrete Work of CPWD Specifications Volume I – 2009 Page No. 83 to 112 (with its latest corrections slips up to the date of submission of the Tender.
- b) Contractor shall strictly follow the procedure laid down in the above specifications for quality of Materials like cement, aggregates, sand, water and concrete admixtures if any, Equipment to be used, procedures for Mixing and Placing of Concrete, curing of concrete etc. and Testing of Fresh concrete and concrete after it has set.
- c) Contractor shall establish full-fledged testing laboratory equipped with all necessary testing instruments, at site as directed by Engineer – in – Charge. Contractor shall also be responsible to produce the results of testing as specified in these specifications and as per relevant Indian Standards at specified frequency.

4. REINFORCED CONCRETE WORK –

- i. Please refer to Relevant Paras for Reinforced Cement Concrete Work of CPWD Specifications Volume I – 2009 Page No.113 to 200 (with its latest corrections slips up to the date of submission of the Tender.
- ii. Contractor shall strictly follow the procedure laid down in the above specifications for quality of Materials like cement, aggregates, sand, water and concrete admixtures if any, Equipment to be used, procedures for Mixing, transporting and Placing of Concrete at desired location, curing of concrete etc. and Testing of Fresh concrete and concrete after it has set.
- iii. All Concrete to be used for Reinforced Cement concrete will be of Designed mix only. The rates include for using minimum quantity of cement as specified for relevant design mix and use of Concrete admixture to achieve desired workability for the concrete.
- iv. Contractor shall establish full-fledged testing laboratory equipped with all necessary testing instruments, at site as directed by Engineer – in – Charge. Contractor shall also be responsible to produce the results of testing as specified in these specifications and as per relevant Indian Standards at specified frequency.
- v. Contractor shall provide necessary scaffolding, Centering and Form work of approved quality as required as per detailed drawings and as directed by Engineer – in – Charge. The rates include for designing of form work required for special shapes as detailed and making all necessary safety arrangements as per relevant safety codes.
- vi. The Reinforcement work includes, cutting, bending, placing and binding of reinforcement of approved quality as per detailed drawings and as directed by the Engineer – in – Charge. Necessary testing of Reinforcement as per relevant Indian Standards will have to be carried out at specified frequency/within the quoted rates.

5. BRICK WORK –

- i. Please refer to Relevant Paras for Brick Work of CPWD Specifications Volume I – 2009 Page No.201 to 236 (with its latest corrections slips up to the date of submission of the Tender.
- ii. Contractor shall strictly follow the procedure laid down in the above specifications for quality of Materials like cement, sand, Bricks, water etc., scaffolding, Brick Masonry bonds, curing of works etc. and Testing of Materials etc.

6. STONE WORK –

- i. Please refer to Relevant Paras for Stone Work of CPWD Specifications Volume I – 2009 Page No.237 to 272 (with its latest corrections slips up to the date of submission of the Tender.
- ii. Contractor shall strictly follow the procedure laid down in the above specifications for quality of Materials like cement, sand, various types of stones, water etc., scaffolding, laying of stone in Masonry, flooring , cladding etc., curing of works and Testing of Materials etc.

7. STRUCTURAL STEEL WORKS –

- i. Please refer to Relevant Paras for Steel Work of CPWD Specifications Volume I – 2009 Page No.393 to 442 (with its latest corrections slips up to the date of submission of the Tender.
- ii. Contractor shall strictly follow the procedure laid down in the above specifications for quality of Materials like Structural Steel sections and M.S. pipes, M.S. Tubular sections, Nuts, Bolts, Rivets, Welding Electrodes, Rolling shutters, Bearings, Springs, Stainless steel pipes and sections, Concertina Coils, Primer, etc. and Testing of Materials etc. Strength parameters of various materials shall be as per relevant Indian Standards, and the quality of materials shall be as specified in the BOQ. The joinery for various components shall be as per approved detailed drawings and as directed by the Engineer – in – Charge.

FINANCIAL BID FORMAT

(This Letter should not be submitted along with Technical Bid or e-Technical Bid except for as provided in the Financial Proposal format for online e-tendering System)

(ON OFFICIAL LETTERHEAD OF THE BIDDER)

From:

To
The Registrar
Nalanda University
At-Chhabilapur Road
Rajgir, District Nalanda
Bihar – 803 116.

Subject: Engineering, Procurement & Construction Contract for Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University's Main Campus at Rajgir, Dist. – Nalanda, Bihar

Reference: NU/Engg/EPC/2019-20/128 (re-tender) dated 20th Jan 2020

Dear Sir

I/We have perused the Proposal Document for subject assignment containing Terms of Reference in **Section 6** and other details and am/are willing to undertake and complete the assignments as per terms and conditions stipulated in the 'Proposal Document'.

I/ We acknowledge that the University will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

I/ We acknowledge the right of the University to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.

Our price offer is inclusive of all incidentals, overheads, travelling expenses, printing and binding of reports, any other miscellaneous expenditure incidental and/or related to the works directly or indirectly, during the execution of the assignment, sundries, all other items

involving expenditure for execution of this assignment covering scope as stipulated in the proposal document "Terms of Reference" (enclosed as Section-6 to the Proposal Document). Our price shall remain firm for throughout the contract period and extension, if any, granted by the University for Whatsoever Reason.

This offer is valid for a period of 120 days from the date of opening of the technical proposals.

I/ We hereby submit our Bid and offer a Bid Price Rs. _____ (Rs..... in words) for undertaking the aforesaid Project (in accordance with the Bidding Documents and the Agreement) which is inclusive of Engineering Procurement Construction cost for the “Construction of the 8.3 Kilometer Long Boundary Wall and Other Associated Works for the University’s Main Campus at Rajgir, Dist. – Nalanda, Bihar.”

I/We also agree to accept the stage-wise and percentage-wise payments as detailed below:

STAGE WISE PAYMENT:

The progressive bills will be paid in instalments as specified below:

Payments to the Contractor shall be “on account” and shall be adjusted against the final bill. The various stages of payment shall be as follows

Sl. No.	Mile Stone	Item Description	Completion Time of the Mile Stone from Date of Commencement (D)	Lump Sum Percentage of total Contract Value to be released.
1.	M-1	Upon approval of Site survey report including topographical and geotechnical investigations Architectural Design/work schedule/ Design Basis/ execution drawings/ structural proof checking and approval of design from proof checking consultants and/or any other document required prior to starting the works at site.	D + 6 weeks	15%
2.	M-2	Upon completion of construction of 25% of the complete wall length as per approved drawings	D + 11 weeks	15%
3.	M-3	Upon completion of construction of 50% of the complete wall length as per approved drawings	D + 16 weeks	15%
4.	M-4	Upon completion of construction of 75% of the complete wall length as per approved drawings	D + 21 weeks	15%

5.	M-5	Upon completion of construction of 100% of the complete wall length as per approved drawings	D + 26 weeks	15%
6.	M-6	Upon fixing of complete concertina coils	D + 31 weeks	10%
7.	M-7	Overall completion, handing over and submission of As Built Drawings, all field and laboratory test reports, third party test reports, etc. all complete.	D + 32 weeks	15%
Total =				100%
A Security Deposit equivalent to 5% of each running bill value shall be deducted from all the running bills. The Retention money shall be released as per provisos in the Appendix III – General Conditions of the Contract.				

(Seal & Signature of the Bidder)

APPENDIX – III

Contract Agreement Format

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 bidder) (“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 ENGINEERING-PROCUREMENT-CONSTRUCTION (EPC) CONTRACT OF THE 8.3 KILOMETER LONG BOUNDARY WALL AND OTHER ASSOCIATED WORKS and had invited tenders by issuing Notice Inviting Tender (“Tender”) for selection of a contractor for constructing the said campus. The Contractor has submitted its tender pursuant to the issuing of the Tender by the Owner. WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender for ENGINEERING-PROCUREMENT-CONSTRUCTION (EPC) CONTRACT OF THE 8.3 KILOMETER LONG BOUNDARY WALL AND OTHER ASSOCIATED WORKS, (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 lump sum 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 construed 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) This RFP document;
- iv) General Conditions of Contract;
- v) Special Conditions of Contract
- v) Technical Specifications;
- vi) Drawings;
- vii) Schedule of Payments; and
- viii) Any other documents with respect to the Tender 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
<hr/>			
<hr/>			
<hr/>			
was hereunto affixed in the presence of:			
Signed	Sealed	and	Delivered by the said
<hr/>			
<hr/>			
Binding	Signature	of	Owner
<hr/>			
Binding	Signature	of	Contractor
<hr/>			
in	the	presence	of
<hr/>			

Appendix IV

General Conditions of Contract

DEFINITIONS

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority, 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 Engineer-In-Charge/the Competent Authority at NU and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

Work: The expression work or works shall, mean unless there be something either in the subject or context repugnant to such construction 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.

Site: The Site shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.

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.

Owner: Owner shall mean the Nalanda University, Rajgir, BIHAR.

Project Manager: Means the authorized Engineer Officer nominated by the Project Management Consultant appointed by Nalanda University. He will report to the Engineer-In-Charge and will be responsible for day to day supervision of project execution and will assist Engineer-in-Charge in Planning, Quality Assurance and Control, Execution and monitoring the Progress of work.

Engineer-in-Charge: Engineer-in-Charge (EIC) shall mean the authorized Engineer Officer appointed by NU, who shall supervise and be in charge of the work. Engineer-in-Charge will administer the contract with the assistance of his authorized subordinate Engineers.

Accepting Authority: Accepting Authority shall mean the Nalanda University.

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..

Tendered value: Tendered value / Contract value means the value of the entire Work as stipulated in the letter of award.

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.

Scope & Performance: Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

The contractor shall be furnished, free of cost one certified copy of the contract documents including specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

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. The Work shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles.

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.

CLAUSES OF CONTRACT

CLAUSE.1 Performance Security

(i)The contractor shall submit an irrevocable Performance Guarantee of 10% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within 15 (fifteen) days from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 (seven) days on written request of the contractor stating the reason for delays in procuring the

Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Bank Guarantee of any scheduled/national bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Nalanda University as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Nalanda University to make good the deficit.

(ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the Engineer In charge, the performance guarantee shall be returned to the contractor, without any interest.

iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Nalanda University is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.

(b) Failure by the contractor to pay Nalanda University any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

(iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Nalanda University.

CLAUSE. 1A. Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Nalanda University, at the time of making any payment to him for work done under the contract to deduct a sum at the rate 5% (five per cent) of the gross amount of each running and final bill, till the sum deducted will amount to security deposit of 5 % (five per cent) of the lump sum tendered value of the work. Such deductions will be made and held by Nalanda University by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipt. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Nalanda University as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Nalanda University to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Owner on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within

10 days make good in fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Nalanda University, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lac. Provided further that the validity of bank guarantee, including the one given against the earnest money shall be in conformity with provisions contained in this clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of Clause 2 (Compensation for delay) Clause 5 (Time and Extension for delay).

No interest shall be paid on the amount retained as Security Deposit by NU.

Security deposit shall be released as follows:

SECURITY DEPOSIT SHALL BE RELEASED AFTER THE COMPLETION OF THE DEFECTS LIABILITY PERIOD.

CLAUSE. 2. Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 (Time and Extension for delay) or to complete the work and clear the site on or before the contract or extended date of completion, 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 Nalanda University (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 5 (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 @ 1.5 % 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 per cent) 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 the Nalanda University. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5 (Time and Extension for delay), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to

make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 2 A Incentive for Early Completion

In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost) but excluding any hindrance whatsoever on the part of either party, a bonus shall be payable to the contractor by the following formula:-

$$B = \frac{T_v}{5 \times T_s} \times \{ [T_s + \frac{(F_v - T_v)}{T_v} \times T_s] - T_a \}$$

Where

B = Bonus payable to the contractor in Rs subject to a maximum of 5 percent of the tendered value

T_v = Tendered Value of the work in Rs

T_s = Time allowed for execution of work as mentioned in schedule F in number of days.

T_a = Actual time taken to complete the entire work including deviations/variations in the work and inclusive of all hindrances (for any reason whatsoever) in number of days

F_v = Value of gross work done as per final bill in Rs subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.

CLAUSE. 3. When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer – in charge may without prejudice to any other rights or remedy 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, by notice in writing, absolutely determine the contract in any of the following cases:

(i) If the contractor having been given , the Engineer-in-Charge a notice in writing to rectify, reconstruct 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 Engineer-in-Charge (which 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 Engineer-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 Engineer-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 Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in service of Nalanda university or consultants 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 for Nalanda University.

(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 Engineer-in-Charge

(vii) If the contractor had secured the contract with Owner as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity agreement.

(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 reconstruction) 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 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 Engineer -in-Charge.

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

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such

determination, the, 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.

(b) 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 anyone or more of the above course(s) of action(s) being adopted by the Engineer-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 And In case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-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.

CLAUSE 3A. 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 or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the Owner stating the failure on the part of Owner. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days.

CLAUSE. 4 Contractor Liable to Pay Compensation even if Action not taken as Clause 3 (When Contract can be determined)

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 (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 Engineer-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 Engineer-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 Engineer-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 Engineer-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 Engineer-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 Engineer-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.

CLAUSE. 5 Time and Extension for Delay

The time allowed for execution of the Works is 8 months or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from the 15th day of issuance of Site Handover Notice or from the actual 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 performance guarantee absolutely.

5.1 The contractor shall submit a Programme Chart (Time and Progress) for each mile stone along with performance guarantee and get it approved by the Engineer 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 program has been agreed upon) complete the work as per mile stones given in Clause 6.5 of this RFP.

Project management shall be done using Primavera Software or any equivalent software.

PROGRAMME CHART

(i) The Contractor shall prepare an integrated programme chart in Primavera or any equivalent software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the program within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the above programme.

(ii) The programme chart should include the following:

- (a) Descriptive note explaining sequence of the various activities.
- (b) Network (PERT / CPM / BAR CHART).
- (c) Programme for procurement of materials by the contractor.

Programme of procurement of machinery / equipment having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

(iii) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge Rs. 5000/- shall be made on per day basis in case of delay in submission of the modified programme.

(iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

v) The contractor shall submit the progress report using Primavera software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the monthly progress report.

5.2 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 Engineer-in-Charge in executing work not forming part of the Contract, or
- (vi) Any other cause which, in the absolute discretion of the Engineer-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 Schedule F but 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 Engineer-in-Charge to proceed with the works.

5.3 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.

5.4 In any such case the authority as indicated in Schedule F may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the engineer in charge /authority as indicated in Schedule F in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non-application by the contractor for extension of time/rescheduling of the milestones shall not be a bar for giving a fair and reasonable

extension/rescheduling of the milestones by the engineer in charge/authority as indicated in Schedule-F and this shall be binding on the contractor.

CLAUSE. 6. Measurement of Work Done

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract 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 Engineer-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 Engineer-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 the Contractor or his authorized representative is not available and the Work of recording measurements is suspended by the Engineer-in-Charge or his authorized representative, the Engineer-in-Charge and 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 Engineer-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 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 Engineer-in-Charge or his authorized representative 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 or placed beyond the reach of measurement any Work without the consent in writing of the Engineer-in-Charge or his authorized representative in charge of the Work who shall within the aforesaid period of 7 days inspect 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 Engineer- in - charge's consent being obtained in writing, 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.

Engineer-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.

CLAUSE. 6A. Computerized Measurement Book

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement 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 Engineer-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 Engineer-in-Charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections are made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in- Charge for the dated signatures by the Engineer-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 Engineer-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 Engineer in Charge computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-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 Engineer in charge.

The contractor shall also submit to the Engineer 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 Engineer-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 Engineer-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 Engineer-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 Engineer-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 Engineer-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.

Engineer-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.

CLAUSE. 7. Payment on intermediate Certificate to be regarded as Advances

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Engineer in charge in triplicate on or before the date of every month or as fixed for the same by the Engineer-in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule-F, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the

contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 15th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by the Owner, or dismantled materials, if any.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Owner to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Owner in his sole discretion on the basis of a certificate from the Engineer in Charge to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements against work done up to 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.

CLAUSE 7A

No running account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare board, whatever applicable are submitted by the contractor to the engineer-in-Charge.

CLAUSE. 8 Completion Certificate and completion plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in,

upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE. 8A Contractor to keep site clean

When any repair or maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc. shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor or through any other agency. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 8B Completion plans to be submitted by the contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15, 000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.

The contractor shall submit completion plan for water, sewerage and drainage line plan within Thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- For the same shall be recovered from the contractor.

CLAUSE.9 Payment of final bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of 6 (six) months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized

representative, complete with account of materials issued by the Owner and the dismantled materials.

CLAUSE. 9A Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by the Owner or his signature on the bill or other claim preferred against the Owner before settlement by the Engineer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities visa-vis the Owner.

CLAUSE. 10A Materials to be provided by the 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 Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance from PMC & the Engineer-In-Charge. 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 Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge/ that the materials so comply. The Engineer-in-Charge shall within thirty 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 Engineer-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 Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples

for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer in- Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall at his own expense, provide a material-testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified.

CLAUSE. 10B Secured Advance on Non-perishable Materials & Mobilization Advance:

Secured Advance –

(i) The contractor, on signing an indenture in the form to be specified by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% (Seventy Five per cent) of the assessed value of any materials which are in the opinion of the Engineer in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-Charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-Charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel etc.

Mobilization Advance –

(ii) Mobilization advance not exceeding 10% (Ten per cent) of the tendered value may be given, if requested by the contractor in writing within 1[One] month of the order to commence the work. Such advance shall be in two or more instalments to be determined by the Engineer-in-Charge at his sole discretion. The first instalment of such advance shall be released by the Owner/Engineer-in-charge to the contractor on a request made by the contractor to the

Owner/Engineer- in-Charge in this behalf. The second and subsequent instalments shall be released by the Owner /Engineer- in- Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-Charge.

(iii) Before any instalment of advance is released, the contractor shall execute a Bank guarantee Bond (As per the draft given below) from scheduled Bank for the amount equal to 110% of advance & valid for the contract period. This (Bank Guarantee from Schedule Bank for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.

(iv) The mobilization advance and plant and machinery advance in (ii) & (iii) above bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractors bills commencing after first ten per cent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty per cent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

(v) If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer-in-Charge.

Format of Bank Guarantee for Mobilization Advance

In consideration of the Nalanda University, Rajgir, Bihar (hereinafter called “The NU”) having offered to accept the terms and conditions of the agreement No._____ dated_____ between Nalanda University, Rajgir, Bihar and M/s. _____ (hereinafter called “the said Contractor(s)”) for Construction and Development works of Housing Parcel of Permanent Campus (PHASE I) for Nalanda University at Rajgir, Bihar,(hereinafter called “the said Agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees.....only) as a guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, in connection with the said Contractor’s request for Mobilization Advance of Rs. _____ for utilizing it for the purpose of the said Agreement.

We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the NU an amount not exceeding Rs. (Rupees. Only) on demand by the NU.

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 NU stating that the amount claimed as required to meet the recoveries due of 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)

We, the said bank further undertake to pay The NU 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 there under and the Contractor(s) shall have no claim against us for making such payment.

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 NU under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of The NU certified that the terms and conditions the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We,(Indicate the name of the Bank) further agree with The NU that the NU 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 powers exercisable by The NU 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 NU or any indulgence by The NU 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.

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

We..... (Indicate the name of the Bank) Agree that in case of encashment of this bank Guarantee, the requisite amount shall be drawn in favour of “Nalanda University, Rajgir, Bihar, Or Any other authority as demanded by Him and shall be payable by Demand Draft at location specified by him at such time.

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

This guarantee shall be valid up toUnless extended on demand by the NU. 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.

Date theday offor (Indicate the name of the Bank)

CLAUSE. 10C Payment on Account of Increase in Price/Wages due to statutory Order(s)

Not Applicable.

CLAUSE. 10CA Payment due to variation in prices of materials after receipt of tender

Not Applicable

CLAUSE.10CC Payment due to Increase/Decrease in Prices/Wages (excluding materials covered under clause 10CA after Receipt of Tender for Works

Not Applicable

CLAUSE.10D Dismantled Material Owner's Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Owner's property and such materials shall be disposed of to the best advantage of Owner according to the instructions in writing issued by the Engineer-in-Charge.

CLAUSE. 11 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 in respect of the work signed by Engineer-In-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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 construction.

CLAUSE. 12Deviations / Variations Extent and Pricing

Not Applicable.

CLAUSE.13.Foreclosure of Contract due to Abandonment or Reduction in Scope of Work(s).

If at any time after acceptance of the tender, the Owner decides to abandon or reduce the scope of the Work(s) for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.

The Contractor shall be paid at contract rates for the full amount for Work(s) executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilized on the Work to the full extent in view of the foreclosures:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) The Owner shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Owner shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Owner, the cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii) If any materials supplied by Owner are rendered surplus, the same except normal wastage shall be returned by the contractor to Owner at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Owner stores, if so required by Owner, shall be paid.

Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.

- i) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials

and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

CLAUSE14. Carrying out part work at risk & cost of contractor.

If the Contractor

- At any time makes default during currency of the Work or does not execute 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/Engineer-in-Charge; or
- 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 or take effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Owner/Engineer-in-Charge; or
- Fails to complete the Work(s) or items of Work, with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause 3 (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, constructional plant, implements, stores, etc. thereon; and/or
- b) Carry out the part work/ part incomplete Work of any item(s) by any means at the risk and cost of the Contractor.

The Engineer-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 per cent) 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 Engineer-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.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Engineer-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.

CLAUSE.15. Suspension of Work

(i) The Contractor shall, on receipt of the order in writing of the Engineer-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 Engineer-in-Charge may consider necessary so as not to cause any damage, or injury to the Work already completed or endanger the safety thereof for any of the following reason:

- On account of any default on the part of the Contractor or;
- For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
- 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 Engineer-in-Charge.

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

- 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 for which a separate period of completion is specified in the contract and of which the suspended Work forms a part, and;
- If the total period of all such suspensions in respect of an item or group of items or Work 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 Engineer-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 Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

- If the Works or part thereof is suspended on the orders of the Engineer-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 Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-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 intends 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 Engineer-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. He shall, however, be entitled to such compensation, as the Engineer-in-charge may consider reasonable in respect of salaries and/or wages paid to his employees and labour at site remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the Contractor provided the Contractor submits his claim supported by details to the Engineer-in-Charge within 15 days of the expiry of the period of 3 months.

CLAUSE.16.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 Engineer-in-charge, his authorized subordinates in charge of the Work and all superior officers, officer of Quality assurance unit of the Owner or any organization engaged by the Owner for quality assurance and of the Chief Technical Examiner's Office, and the Contractor shall, at all times during the usual working hours and at all other times at which 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 Contractor's 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 Engineer-In-Charge or his authorized subordinates in charge of the Work or to the Chief Engineer in charge of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Owner for quality assurance or to the Chief Technical Examiner or his subordinate officers, that any Work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing, which shall be made within twelve months of the completion of the Work from the Engineer-in-Charge specifying the work,

materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the 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 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 Engineer-in-charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 2 of the Contract (for non-completion of the work in time) for this default.

In such case the Engineer-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 Owner 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 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 contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE. 17. Contractor Liable for Damages/ Defects during defects liability period

If 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 telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work or 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 in the Work within 12 (Twelve) months after a certificate final or otherwise of its completion shall have been given by the Engineer-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 Engineer-in-Charge make the same good at his own expense or In default of the Contractor to make such payments, the Engineer-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 or at any time thereafter may become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months 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. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion 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.

CLAUSE.18.Contract 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's store), 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 Engineer-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 Engineer-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.

CLAUSE.18A.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.

CLAUSE.18B.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.

CLAUSE.19 .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 comply with provision of the interstate migrant workmen (Regulation of employment & condition of services) Act 1979. 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 Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A Child Labour:

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

CLAUSE 19B 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 C.P.W.D. 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 Department 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 Engineer-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 Engineer-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 Engineer-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 and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

(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.

Clause 19C

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 C.P.W.D 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 Engineer-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.

CLAUSE 19D

The contractor shall submit by 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- 1) The number of laborers employed by him on the work,
- 2) Their working hours,
- 3) The wages paid to them,

- 4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5) The number of female workers who have been allowed maternity benefit according to **“Leave and pay during leave Clause19F”** and the amount paid to them.

Failing which the contractor shall be liable to pay to Owner, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in Charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and is binding on the contractor.

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Owner and its contractors.

CLAUSE 19F Leave and pay during leave:

Leave and pay during leave shall be regulated as follows:

1. Leave:

- (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
- (ii) in the case of miscarriage – up to 3 weeks from the date of miscarriage.

2. Pay:

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

CLAUSE 19G

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Owner a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor(s).

CLAUSE 19 H

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge.

- (i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sqm. (30 sq. ft.) For each member of the worker's family staying with the labourer.
- (b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
- (c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

(d) The contractor(s) shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

(ii) (a) all the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain watertight.

(b) The contractor(s) shall provide each hut with proper ventilation.

(c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.

(d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

(iii) Water Supply - The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks that may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.

(iv) The site selected for the camp shall be high ground, removed from jungle.

(v) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration, which shall be

According to the requirements lay down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

(vi) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy. The contractor may provide package type STP plant of required capacity approved by engineer in charge for treating the sewage water and supply to the Owner free of cost for the use of gardening. The contractor will carry out maintenance of STP at his own cost. Contractor will keep the camp neat and tidy.

(vii) The contractor(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

(Viii) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 19I

The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Engineer-in-charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center, to apprise the residents about the same.

CLAUSE 19J: Occupation of Buildings by Unauthorized persons

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Engineer-in-charge whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Engineer in charge through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19K: 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 CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC 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, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer 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 Engineer in-Charge. Failure on the part of contractor to obtain approval of Engineer-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 Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

CLAUSE 19L Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

CLAUSE. 20. 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.

CLAUSE. 21. Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. 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 Engineer-in-Charge on behalf of the Owner (Nalanda University shall have power to adopt the course specified in Clause 3 (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 3 shall ensue.

CLAUSE. 22. 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.

CLAUSE. 23. Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge 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 21 (Work not be sublet Action in case of insolvency) hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21 (Work not be sublet. Action in case of insolvency).

CLAUSE. 24. 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 Engineer-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.

CLAUSE.25 .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

- (a) 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 Engineer-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. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

- (b) 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 by a sole arbitrator appointed by the Owner. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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 no person, other than a person appointed by the Owner, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

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 intimation from the Engineer-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.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

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

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

It is also a term of the contract that the arbitrator 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 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 fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half, and 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.

CLAUSE. 26. 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 Engineer-in-Charge in this behalf.

CLAUSE 27 Lump sum provision in Tender.

This Clause is deleted.

CLAUSE.28 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 11, 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 Engineer-in-Charge.

CLAUSE. 29. 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 Engineer-in-Charge or the Owner shall be entitled 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 Engineer-in-Charge or the Owner shall be entitled 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 Engineer-in-Charge or 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 Engineer-in-Charge of the Owner or any contracting person through the Engineer-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 Engineer-in-Charge or the Owner will be kept withheld or retained as such by the Engineer-in-Charge or Owner till the claim arising out of or under the contract is determined by the arbitrator 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. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the Owner shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(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 Engineer-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 Engineer-in-Charge.

CLAUSE. 29A. 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 Engineer-in-Charge or the Owner or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or 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 Engineer-in-Charge or the Owner or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the Owner will be kept withheld or retained as such by the Engineer-in-Charge or 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.

CLAUSE 30. Employment of Coal Mining or Controlled area labour not permissible.

This clause is not relevant to this work and hence deleted.

CLAUSE. 31. Unfiltered Water Supply

The Contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same.. This will be subject to the following conditions:

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-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 Engineer-in- Charge, unsatisfactory.

CLAUSE 31A Departmental Water supply if available.

Water if available may be supplied to the contractor by the Owner subject to the following conditions.

- i) The water charges @ 1 % shall be recovered on gross amount of the work done.

- ii) The contractor shall make his own arrangement of water connection and laying of pipelines from existing main of source of supply.
- iii) The Owner do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor to make alternative arrangements for water at his own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 32. Alternate water arrangements

- i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Owner, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- ii) The contractor shall be allowed to construct temporary wells in Owner's land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE. 33. 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 by issue from the Owner's stocks or 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 Engineer-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 Engineer-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 Engineer-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.

CLAUSE. 34 Hire of Plant & Machinery

This clause is deleted as the Owner cannot supply any Plant and Machinery.

Clause 35. Conditions relating to use of asphaltic materials.

- (i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.
- (ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Owner, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in- Charge in writing.
- (i) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36. 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 Engineer-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 Engineer-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 Tender accepting Authority 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 Engineer-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 construction activity is in progress and also present himself/themselves, as required, to the Engineer-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 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 Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-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 Engineer-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 Engineer-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 Engineer-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 Engineer-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) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(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 Engineer-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 Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE. 37. 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 GST, Building and other Construction Workers Welfare Cess or any other tax, levy or Cess in respect of input for or output by this contract shall be payable by the contractor and Owner shall not entertain any claim whatsoever in this respect except as provided under Clause 38.

(ii) The contractor shall deposit royalty and obtain necessary permit for supply of the of the red bajri, stone, kankar etc. required for the project from local authorities.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Owner and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 38 Conditions for Reimbursement of levy/taxes if levied after receipt of tenders.

- a) All tendered rates under the contract shall be inclusive of any tax, levy or cess application on last stipulated date of receipt of tender including extension if any. No adjustment i.e. increase or decrease shall be made of any variation in the rate of GST, Building or other Construction workers Welfare cess or any tax, levy or cess applicable on Inputs. However, effect of variation in rates of GST of Building and Other construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease. Provided for Buildings and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess. Provided further that such adjustment including GST shall not be made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under Clause 5 of Schedule F.
- 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/or Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.
- c) The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE. 39 .Termination of Contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer 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 Engineer In charge in this regard shall be final and binding.

CLAUSE 40 If relative working in Nalanda University then the contractor not allowed to tender:

The contractor shall not be permitted to tender for the work in Nalanda University where his near relative is posted as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the Nalanda University or in the Ministry of External Affairs. Any breach of this condition by the contractor would render him liable to be rejected from participating in this or any other subsequent tender(s).

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 41 No Gazzeted Engineer to work as contractor within one year of Retirement.

No engineer of gazzetted rank or other gazzetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a contractor or employee of a contractor for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 42 Return of material & recovery for excess material issued.

This Clause is deleted as the Owner is not going to supply any materials.

CLAUSE. 43. .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 Engineer-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 Engineer-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 reconstruction of all works ordered by the Engineer-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 Engineer 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 Engineer-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 Engineer-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 Engineer in Charge.

CLAUSE. 44. Apprentices Act provisions to be complied with

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE. 45. Release of Security Deposit after labour clearance

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance deposit after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

Appendix V

Special Conditions of Contract

1. General Instructions

The tender shall be written in English language. All other information such as documents and drawings supplied by the bidder shall also be in English language only. Drawings and design shall be dimensioned according to the metric system of measurements. Tender shall be forwarded under cover or a letter typewritten on the bidder's letterhead and duly signed by the bidder. Signature must be in long hand, executed in ink by a duly authorized principal/representative of the bidder. No oral, telegraphic or telephonic tenders or subsequent modifications there to shall be entertained. If a tender is submitted on behalf of the firm, then all the partners shall sign the Tender or the Tender may be signed by one of the partners in whose favour all the remaining partners have given such signing partner a valid General Power of Attorney. In case of tender submitted by a company, the person who has been authorized by the Board of Directors of the company through a resolution shall sign the tender. Copy of power of attorney/resolution as the case may be, and the authority letter in favour of the person signing must accompany the tender.

The Bidder shall quote his lump sum quote only in the prescribed format provided under Appendix II. Incomplete or not in the prescribed format or conditional offer shall be liable for rejection.

2. Agreement

- (i) The successful bidders shall be required to execute an agreement on a ₹ 1000.00 valid stamp paper for strict compliance of the terms and conditions of the contract, vis-à-vis the tender documents and supply order within a period of fifteen (15) days after the placement of order. The selected bidder shall bear all the legal expenses, which are incurred on the execution of the agreement. The Format of the Agreement is placed under Appendix III.
- (ii) No variation or modification, or waiver of any of terms and provisions of the specifications placed under Section 6 & under Appendix II (Technical Specifications) specifications shall be deemed valid unless mutually agreed upon in writing by both NALANDA UNIVERSITY and the selected bidder.
- (iii) **Award of contract:** The selected bidder shall be issued a Letter of Award. Until a formal Contract is prepared and executed, the Letter of Intent shall constitute a binding Contract.
- (iv) **Signing of Contract:** Promptly after notification, NALANDA UNIVERSITY shall send to the successful Bidder the Agreement. Within fifteen (15) days of receipt of the Agreement, the successful Bidder shall sign, date and return it to NALANDA UNIVERSITY
- (v) **Performance Security:** Within fifteen (15) days of the receipt of Letter of Award from NALANDA UNIVERSITY, the successful Bidder shall furnish the Performance

Security. Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD). In that event NALANDA UNIVERSITY may award the Contract to the next successful Bidder whose offer is responsive and is determined by NALANDA UNIVERSITY to be qualified to perform the Contract satisfactorily.

3. Payment Schedule:

- (i) The Contract Price shall be paid in the manner specified strictly as per payment schedule stipulated under Clause 6.5 of this RFP. No invoice for extra work/change order on account of change order will be submitted by the EPC Contractor unless prior written approval has been accorded by the University for the Said Extra Work /change order.
- (ii) The EPC Contractors request for payment shall be made to NALANDA UNIVERSITY in writing, accompanied by invoices describing, as appropriate, the Goods delivered, Works Executed and Related Services performed, accompanied by the documents submitted as per the RFP documents.
- (iii) All payments are subjected to any deductions which NALANDA UNIVERSITY may be authorized to make as per governing laws.
- (iv) All payment will be made in Indian Rupees (₹) only.

4. Warranty/Guarantee:

- (i) The Contractor shall be responsible for the proper performance of the Work(s), including design and execution of the works, as specified under the Contract Documents.
- (ii) Subject to Clause the Contractor shall, at his own cost and in the shortest possible time, repair and remove any defect or deficiency in the Works, which may appear prior to or during the defect liability period, to the satisfaction of the Engineer-in-Charge.
- (iii) **Design Guarantee** - A structural design guarantee of at least **50 years** will be given by the EPC Contractor for the complete design and execution of the Works including its functioning, etc. as specified under the Contract Documents.
- (iv) The Defect Liability Period will be **24 months** for the project.
- (v) All the Guarantees referred above shall commence from the date of Completion Certificate.

5. Right to Accept / Reject the Bid

- (i) NALANDA UNIVERSITY reserves the right to reject any or all bids or to accept any bid in full or part, at its sole discretion, without assigning any reasons whatsoever thereof. The decision of NALANDA UNIVERSITY shall be final and binding on the bidders in this regard.
- (ii) Such acceptance / rejection of any or all bids or will not make NALANDA UNIVERSITY liable to any claim or action of whatever nature, including but not limited

to, a claim for reimbursement of costs incurred by any such bidder in preparation of the bid.

6. Cancellation of Order

- (i) NALANDA UNIVERSITY will be at liberty to terminate in part or full the awarded contract without prejudicing its rights and affecting the obligations of the contractor by giving seven (7) days' notice in writing in the following events:
- (ii) If the bidder is found defaulter for delayed supply or failure to deliver satisfactory performance or supply of substandard materials pursuant to tender conditions;
- (iii) If the bidder/vender is involved in any action of moral turpitude.

7. Conflict of Interest

- (i) NALANDA UNIVERSITY requires that the selected bidder provide professional, objective, and impartial advice and at all times hold NALANDA University's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, the selected bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth.
- (ii) **Conflicting Activities:**
 - A firm that has been engaged by NALANDA UNIVERSITY to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job.
 - Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job is defined as those leading to a measurable physical output.
 - A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same work or for another by NALANDA UNIVERSITY.
 - A selected bidder (including its Personnel and Sub-bidders) that has a business or family relationship with a member of NALANDA University's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to NALANDA UNIVERSITY throughout the selection process and the execution of the Contract.

- The selected bidder will have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of NALANDA UNIVERSITY or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the SI fails to disclose said situations and if NALANDA UNIVERSITY comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

8. Corrupt Practices

- (i) NALANDA UNIVERSITY requires bidders to observe the highest standard of ethics during the procurement and execution of such contracts. The following definitions apply:
 - “**Corrupt Practice**” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any party in the procurement process or the execution of the contract.
 - “**Fraudulent Practice**” means a misrepresentation or omission of facts in order to influence a procurement process or execution of contract.
 - “**Collusive Practice**” means a scheme or arrangement between two or more bidders, with or without the knowledge of NALANDA UNIVERSITY, designed to influence the action of any party in a procurement process or execution of the contract.
 - “**Coercive Practice**” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (ii) NALANDA UNIVERSITY will reject a proposal for the award of Contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract.
- (iii) NALANDA UNIVERSITY will cancel the portion of the fund allocated to a contract for goods, works or services if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of NALANDA UNIVERSITY or a beneficiary of the fund, during the procurement or the execution of that contract, without NALANDA UNIVERSITY having taken timely and appropriate remedial action satisfactory to NALANDA UNIVERSITY.

9. Indemnity

- (i) The Bidder/EPC Contractor hereby agrees to indemnify NALANDA UNIVERSITY, its staff and consultants, for all conditions and situations mentioned in this clause, in a form and manner acceptable to NALANDA UNIVERSITY. The supplier agrees to (“NALANDA UNIVERSITY Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

- a) any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or
 - b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.
- (ii) The Supplier shall also indemnify NALANDA UNIVERSITY against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits
- (iii) Without limiting the generality of the provisions of this clauses mentioned previously, the Supplier shall fully indemnify, hold harmless and defend NALANDA UNIVERSITY Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which NALANDA UNIVERSITY Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Related Services, information, design or process supplied or used by the Supplier in performing the Supplier's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Related Services, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Supplier shall promptly make every reasonable effort to secure for NALANDA UNIVERSITY a license, at no cost to NALANDA UNIVERSITY, authorizing continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

10.Limitation of Liability

- (i) Except in cases of gross negligence or wilful misconduct:
 - neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to NALANDA UNIVERSITY; and
 - the aggregate liability of the Supplier to NALANDA UNIVERSITY, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify NALANDA UNIVERSITY with respect to patent infringement.

11. NOTICES

- (i) All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement. Due or hand delivered with proof of it having been received.
- (ii) If mailed, all notices will be considered as delivered after 2 (two) working days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.
- (iii) All notices under this contract shall be sent to or delivered at the address as specified by the parties in the RFP Documents.
- (iv) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.