



**Nālandā**  
UNIVERSITY

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

**Ph. No: 06112 255330**

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

## **Limited Open Tender Enquiry**

No. NU/ACIAR/2019-20/20/Re2

Date: 18 February 2020

To

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

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

Nalanda University, Rajgir, Bihar, has invited to submit your price bid for drilling of 7 bore wells up to 400 feet depth in the villages near Rajgir block, situated in Nalanda district as per the Terms & Conditions specified here under:

Instruction to the Bidders:

1. **Venue for Submission of Tender:** Nalanda University, At – Chhabilapur Road, Rajgir, District – Nalanda, Bihar – 803116.
2. **Mode of submission:** Physically, hard copy in original in a sealed envelope to be submitted in the “Tender Box” kept at the reception of the Interim Campus of Nalanda University. The sealed cover shall be super scribed with “*DRILLING OF BOREWELLS FOR ACIAR PROJECT*”. The sealed cover shall be super scribed with “*DRILLING OF BOREWELLS FOR ACIAR PROJECT*”.
3. **Last date of submission: 28 February 2020 (5:00 PM).**
4. Copy of Certificates of PAN card, GST registration and valid civil licence/work registration in State/Central Civil departments are to be submitted along with the tender.
5. An agreement shall be executed by and between the Nalanda University and the successful tenderer in the given format as per the terms and conditions stipulated in the tender documents. The rates shall be quoted by the tenderer as per various terms and conditions of this document, which shall form part of the agreement.
6. The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder. If the bidder is an individual, the tender documents along with the NIT shall be signed by such individual above the full type written name and current address.

NALANDA UNIVERSITY will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. The University may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.

The cancellation of any document such as Power of Attorney, Partnership Deed etc. should be communicated by the Bidder to the NALANDA UNIVERSITY in writing well in time, failing which NALANDA UNIVERSITY shall have no responsibility or liability for any action taken by NALANDA UNIVERSITY on the strength of the said documents.

Should the Bidder have a relative or relatives in NALANDA UNIVERSITY or one or more of its shareholders are a relative or relatives of the shareholder(s) employed in a superior capacity in NALANDA UNIVERSITY, the relevant authority inviting the Tender shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, NALANDA UNIVERSITY reserves the right to take any other action as it deems fit in accordance with any applicable Law, Rules, Regulations of the like in force.

**7. Validity of Tender:**

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

**8. Prices:**

The Bidder should quote both in figures and in words (English) the rates for each item in the given format.

**9. Billing & Payments:**

The Contractor/vendor shall submit the bill(s) / invoice(s) in a format to be decided between the NALANDA UNIVERSITY and the Contractor. The NALANDA UNIVERSITY shall release the payments within 21 Days from the date of successful completion of each phase of Drilling work and after submission of the Bill(s)/ invoice(s) duly certified by ACIAR project in charge along with necessary supporting documents, if found in order. Each phase may involve drilling of 2-5 bore wells or Running account monthly basis as mutually agreed upon, as the case may be.

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

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

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

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

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

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

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

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



- b. Repetition of order: If required, Nalanda University reserves right to place 100% extension order or part hereof awarder work order on company subjected to the condition within one year from date of order.

**12. Acceptance:**

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

**13. Disputes:**

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

**14. Milestone:**

Milestone 1	Drilling of 4 bore wells within first one month after tender allotment*
Milestone 2	Drilling of remaining 3 bore wells within total given time period of 6 months after tender allotment*

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

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

**15. GENERAL CONDITIONS OF CONTRACT**

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

**15.1: DEFINITIONS:**

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

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

- a. Work: The expression work or works shall, mean unless there be something either in the subject or context repugnant to such drilling of bore wells the context otherwise requires be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- b. Site: The Site shall mean the land, adjacent land, path, street or other places, the exclusive right and/or the ownership of which vests with Nalanda University through which work is to be executed under the contract and which may be allotted or used for the purpose of carrying out the work(s) under the contract.
- c. Contractor: The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the



successors of such firm or company and the permitted assignees of such individual, firm or company.

- d. Owner/ Owner: Owner shall mean Nalanda University, Rajgir, Bihar.
- e. Project-in-Charge: Project-in-Charge (PIC) shall mean the authorized representative appointed by the Owner, who shall supervise and be in charge of the work. Project-in-Charge will administer the contract with the assistance of his authorized subordinate Projects.
- f. Accepting Authority: Accepting Authority shall mean the Vice Chancellor, Nalanda University, Rajgir, and Bihar.
- g. Excepted Risk: Excepted Risk are risk due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Owner damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority (i.e. either the Owner or an Agency appointed by the Owner) or causes solely due to use or occupation by Owner of the part of the Work in respect of which a certificate of completion has been issued or a cause solely due to Owner's faulty design of works or any loss in accident at the site of drilling.
- h. Tendered value: Tendered value / Contract value means the value of the entire Work as stipulated in the letter of award.
- i. Date of commencement of work: The Date of commencement of work shall be the date when contract comes into existence i.e. the date the Letter of Acceptance by NU is awarded or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicted in the tender document.
- n. Latest Indian Standards, Specifications of B.I.S., Indian Civil Act, REC, CGWB,, Environmental Department(s), SBPDCL/CPCB norms, CPWD TS and work manual etc.

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

Any error in description, quantity or rate in Schedule of Quantities or any Omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

Sincerely

ACIAR Project Incharge  
Nalanda University, Rajgir



### FORMAT OF AGREEMENT

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

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

BETWEEN

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

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

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

WHEREAS the details of the work proposed to be executed by the Contractor is more particularly specified in the Tender **(Drilling of 7 borewells of upto 400 feet depth near the villages of Rajgir Block, District Nalanda, Bihar – 803116)** ( name and identification number of Contract) ( "Works") and the Owner has accepted the Tender submitted by the Contractor for the execution and completion of the Works and the remedying of any defects therein, at a contract price of Rs.....  
..... (Rupees \_\_\_\_\_(in words))

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

NOW THIS AGREEMENT WITNESSETH as under:



1. In this Agreement, words and expressions shall carry the same meanings as are ascribed to them in the Conditions of Contract as more particularly mentioned in the Tender. The Parties agree that the Tender shall form an integral part of this Agreement and shall be read and 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) Contractor's Tender;
- iv) Contract Data;
- v) Conditions of Contract (including Special Conditions of Contract);
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

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

The Common Seal of

\_\_\_\_\_  
\_\_\_\_\_

was hereunto affixed in the presence of:

Signed Sealed and Delivered by the said

\_\_\_\_\_  
\_\_\_\_\_

Binding Signature of Owner

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

in the presence of

\_\_\_\_\_