

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

PACKAGE- 3B1

**EOI FOR INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU
CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR
THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I)**

OF

NALANDA UNIVERSITY, AT RAJGIR, BIHAR.



NOTICE INVITING E-TENDER

NALANDA UNIVERSITY, RAJGIR, BIHAR.

Every care has been taken while preparing this document to cover all necessary information, matters, specifications, general conditions, special conditions & provisions for smooth and complete execution of works. However, in case of any omission in the tender/ contract document, the most recent version of correction slips of General Conditions of Contract (GCC) for CPWD Works, 2019 shall be the reference manual.

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

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

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

E-Wizard Helpdesk

301-302, 3rd Floor, The Cloverleaf, Plot no.37,

Sector-11, Dwarka, New Delhi – 110075 Tel: 011-49606060

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

DISCLAIMER

The information contained in this Request for Proposal (RFP) cum TENDER UNDER ENGINEERING PROCUREMENT AND COMMISSIONING (EPCC) MODE 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 CUM TENDER UNDER EPCC MODE 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 CUM TENDER UNDER EPCC MODE 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 CUM TENDER UNDER EPCC MODE 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 CUM TENDER UNDER EPCC MODE will be notified to all the Bidders. No part of this RFP CUM TENDER UNDER EPCC MODE 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.

NALANDA UNIVERSITY

Notice Inviting e-Tenders

The Registrar, Nalanda University on Behalf of the Vice Chancellor, Nalanda University invites online the bids from firms/contractors of repute in **TWO STAGE BIDDING** System for the following work:

NIT No: **NU/ENGG/66/2020-21/Re02/NIT10 DATED 23.11.2021**

NAME OF WORK/SERVICE: Supply of Bio Feed Raw Material: Survey, collection, Loading, Transportation, Unloading of requisite quality of the Bio Feed Raw material as per the University requirement for the digestion and generation of the biogas through anaerobic biogas digester. Initially for five years at permanent campus of Nalanda University (NU), Nalanda, Rajgir, Bihar.

Estimated Cost: Rs. 1.46 Crores,

Earnest Money: 2.92 Lacs, (Exemption allowed to the MSME registered agencies as per the Govt Order) **OR in place of the EMD, the intending bidder is allowed to submit the Under Taking Declaration Form I** as the format is being published with this RFP. If the intending bidder will submit the form I then or MSME certificate then bidder will be exempted to submit the EMD. The Exemption is allowed to the MSME registered agencies as per the Govt Order.

Period of Completion: 3 Months for equipment supply and Raw feed supply per day basis initially for five years.

Last time and date of submission of bid: **23.12.2021** up to 3.00 pm, on the site **<https://nalandauniv.euniwizarde.com>**

Presentation from prospective bidder on pre-bid meeting for the discovery of the price of the bio feed /waste, queries and discussions

STAGE 1:

The Intending bidders have to submit (a) Technical Solutions for the requirement (b) the Technical Eligibility as defined and required in this NIT cum RFP.

Stage 2:

The Technically Qualified bidders will be allowed to submit their Price Bid through <https://nalandauniv.euniwizarde.com>

Summary of Scope of work

This tender is invited for the followings:

1. **Providing and Fixing of the Equipment required for the Campus Waste Management along with fixing of the Automation System** : Design, Supply, Installation, testing & commissioning of equipment and system at Nalanda University (NU) Project and all related works including SCADA/ BMS compatibility etc. **[part A].**
2. **Supply of Bio Feed Raw Material** :Survey in local vicinity up to **150KM** of Radius, collection, Loading, Transportation, Unloading of requisite quality of the Bio Feed Raw material as per the University requirement for the digestion and generation of the biogas through biogas digester. The collection range is not limited it is just indicative, the supplier has to ensure the supply of the bio feed raw material of requisite quality and quantity and supplier may consider up to any distance for this requirement. **[Part B]**

Site is located along the Patna - Rajgir Highway and is well connected with the city of Rajgir, Bihar. Total area of the site is approximately 455 acres ("Site").

The proposed campus of Nalanda University is planned to be developed on a mostly flat terrain in the foot hill of Nalanda Hills. The site is located in Gangatic plains area of Southern Bihar.

Entire campus is planned to be constructed in two phases. The first phase will be of approximately 140,200 Smt. of built up area.

Being a net zero campus, various new technologies has been adopted for the campus to achieve the net zero stature. **This tender is being invited for " INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR"**. The tender is being invited for the PILOT EXPERIENCE for the campus which on successful commissioning and operation will be scaled up /repeated for the entire campus on a larger scale. The CHP clubbed with solar shall work in sync with the supply company grid and while the primary source of power shall be CHP and solar, or as per the University Requirement, any short fall in the power requirement shall be catered from the Grid during low generation periods of Solar.

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SECTION 1

TECHNICAL PART

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

INFORMATION & INSTRUCTIONS TO BIDDERS FOR e-TENDERING

The Registrar, Nalanda University on Behalf of the Vice Chancellor, Nalanda University invites online percentage rate bids from firms/contractors of repute in two STAGE bidding system for the following work:

NAME OF WORK: Supply of Bio Feed Raw Material: Survey, collection, Loading, Transportation, Unloading of requisite quality of the Bio Feed Raw material as per the University requirement for the digestion and generation of the biogas through anaerobic biogas digester. initially for five years at permanent campus of Nalanda University (NU), Nalanda, Rajgir, Bihar:

Tentative Estimated Cost	Rs. 1.46 Crores
Earnest Money	Rs.2.92 Lakhs (to be refunded after submission of Performance Guarantee)- MSME registered agency are exempted Exempted in case of FORM I SUBMISSION
Performance Guarantee	A. 3 % of Tendered Value during infrastructure development and B. 10% of one year cost at full scale of plant capacity 2500SCUM during O&M period i.e. during bio feed /waste supply
Security Deposit	2.5% of Tendered Value
e-Tender Form Fee	Rs. 6000 (Six Thousand Only)- MSME registered agency are exempted.
Time Allowed To Complete the Infrastructure Design, approval, Construction, Development and Commissioning	3 Months for equipment and others supply on the University Capital including re-survey in local vicinity of around 100KM.

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	Raw Material or biofeed or bio waste material Supply on Daily basis initially for five years.
Initial Period of Raw Material	Initially for Five Years
Date of Uploading Notice Inviting Tender	23.11.2021
Pre-bid Meeting and presentation by the prospective bidders on i. Queries, ii. Technical- quality, quantity and approx. pricing of the raw material per m3/t as bio-feed to be supplied. The tentative list is given herein below pages.	03.12.2021 at 11.30AM at NU Rajgir, Project Site Office
Last Date of Submission of Tender Date & Time	AS PER PORTAL
Date & Time of Opening of Technical Tender (Eligibility) Documents	24.12.2021

General Information:

- 1) Pre-bid meeting shall be held with the prospective bidders in the office of Nalanda University, at Rajgir, on 03.12.2021. at 11.30 AM. The detailed address of the venue is as follows:

**Nalanda University,
Rajgir, District Nalanda,
Bihar - 803116, India.**

The Intending bidders are requested to attend the scheduled pre-bid meeting to understand the tender scope. The intending bidder may also give their presentation regarding their technology are being used and how successfully the plant is being managed by them, for such presentation kindly inform at least in one day advance.

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In order to discover the price of the bio waste as feed required for the plant, the prospective bidders are requested to kindly present the followings:

Sl	Bio Feed category	Quantity per day in M3/Ton (Forecasted by NU)	Quantity per day in M3/Ton (As per bidder suggestions)	Rate per unit (Rs per M3 or Ton)	Remarks Like Tax component and others suggestions
01	Cattle Dung Slurry (8-10%DM)	25			
02	Grass silage/whole wheat crop/Maize silage / fodder beet(28-33%DM)	160			
03	Maize grain, Crude glycerine, Wheat grain, Rape meal (80-90%DM)	550			
04	Sudan grass, Sugar beet, Kale, Straw, Oats grain, Chaff, Potatoes, Rye grain, Clover grass, Sorghum, Grass, Red clover, Jerusalem artichoke, Vegetable and others grain waste	250			
05	Turnip, Rhubarb, Triticale, Oilseed rape, Canary grass, Alfalfa, Clover, Barley, Hemp, Wheat grain, Peas, Ryegrass, Leaves, Fodder beet, Fodder	350			

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	beet, Food Market Waste,				
06	Cooked Food waste from kitchen /restaurant	20			

The Program of Pre Bid Meeting is as follows.

- a) Welcome of the Prospective bidders by Nalanda University.
- b) Introduction Session.
- c) Presentation and Discussions of Queries raised by the bidders.

2) Bidders should send all their queries by email, at least Two days before pre - tender meeting, to project manager on phase1.tender@nalandauniv.edu.in. The bidders' authorised representatives are advised to attend the pre-tender meeting. In response to the queries and clarifications sought by the bidders during the pre-tender meeting, certain modifications/clarification may be issued to all bidders by the project manager, as may be deemed necessary through an Addendum and not through the minutes of the pre-tender meeting and will be uploaded on website hosting the tender document. No separate communication in this regard shall be sent to the individual bidders. Bidders are advised to periodically check the website hosting the tender for any addendum until 2 days before the date of submission of the tender.

3) Technical tender (which essentially covers the documents in support of meeting the eligibility criteria) of only those bidders shall be opened first on due date and time as mentioned above who have paid tender fees and deposited earnest money as prescribed.

4) After evaluation of the design technical proposal of the bidding parties (bidders), the Technically qualified bidders will be allowed to submit their price bid through <https://nalandauniv.euniwizarde.com>. The time and date of opening of financial tender of only those bidders qualifying the Technical tender shall be communicated to them at later date.

Two-Stage Bidding Procedure:

Bidders will first submit their technical proposals, in accordance with the specifications, but without prices.

The technical proposals will be opened at the date and time as published in the bidding document OR Central Public Procurement Portal. The technical proposals will be evaluated and discussed with the bidders. Any deficiencies, extraneous provisions

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and unsatisfactory technical features are pointed out to the bidders whose comments are carefully evaluated, the Tender Evaluation Committee at their discretion will allow to revise or adjust their technical proposals to meet the requirements of the purchaser. The objective of the exercise is to ensure that all technical proposals conform to the same acceptable technical standard and meet the technical solution required by the purchaser.

Bids of bidders who are unable or unwilling to bring their bids to conform to the acceptable technical standard may be rejected as deficient bids.

After the evaluation of technical proposals has been approved by the Tender Evaluation Committee (TEC) or competent authority, the second stage will be to invite bidders to submit price proposals and revised technical proposals in compliance with the acceptable technical standard.

The price proposals and revised technical proposals are evaluated.

Bidders are advised to ensure that they have submitted all requisite documents as per the list given in the table below. A checklist in this regard as per Form H is to be completed, signed, sealed and submitted along with the covering letter of the tender documents.

1	Check list of documents submitted by bidder (Form H)	244
2	Affidavit declaring site visit (Form G)	64
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4	Bank solvency certificate (Form B)	57
5	Details of eligible works of similar nature completed & project specific work during the last seven years (Form C)	58
6	Certificates of Works Experience (Form D).	59
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NOTICE INVITING E-TENDER

1. The tenders (in e-tendering mode) are invited by the Nalanda University from the eligible contractors in **two stage** tender system for the development of its permanent campus at the Site i.e. Rajgir, Bihar.

Name of the Work: INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS.

(a) The estimated cost of Work is **Rs. 1,46,44,863 /-(Rupees One Crore Forty Six Lakh Forty Four Thousand Eight Hundred Sixty Three only).**

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

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. Intending bidders is eligible to submit the bid provided has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below herein.

1. **Three similar** works each costing not less than **Rs. 59 Lakhs (Rupees Fifty Nine Lakhs only)** or completed **two similar** works each costing not less than **Rs. 88 Lakhs (Rupees Eighty Eight Lakhs only)** or completed **one similar** work each costing not less than **Rs. 1.2 Crore (Rupees One Crore and two Lakh only)** during the last seven (7) years ending previous day of the last day of submission of Tender. For this purpose, cost of work shall mean gross value of the completed work. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

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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.

For the purpose of this clause, "similar work" shall mean "**Bio Feed Raw Material and/OR Generation of Biogas upto 2400 SCM per day and/OR Operation and Maintenance of Bio-methanation/ Bio gas Plant and related works, And/OR Municipal Waste Management (collection, segregation & transportation) within last seven years**".

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.

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.

Experience for any activity relating to an Eligible Assignment shall not be claimed by two or more Members of the Joint Venture. In other

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words, no double counting by a Joint Venture in respect of the same experience shall be permitted in any manner whatsoever.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the previous day of the last day of submission of the Tender.

OR

(Alternative Technical Eligibility as mention in para 1 of technical eligibility)

Bidder's cumulative experience of the Various/different/single work(s) completed in in last 7 years comprising of "Engineering, Procurement, Supply, Installation, Commissioning, inclusive or exclusive of Operation and Maintenance of Biogas Plant / Biogas Purification (up-gradation) Plant of 2400 M3 / Day" or Municipal Solid Waste Segregation, Collection and Transportation with own vehicles with minimum contract period of 5 years. The operation and maintenance period of one year should have been completed by the bidder, if inclusive.

Note:

- (1) *In order to achieve the net-zero goals and as an specialized job, the University is desires to ascertain this project as a pilot on immediate basis, therefore, the University may take any suitable decision for the selection of the bidder in the interest of the University, and development of net-zero campus, and in such case the University will not be bounded to follow the aforesaid technical criteria.*
- (2) **The bidder has to conduct their own survey and mention all the details about type of waste, quantity and availability period in the presentation.**

Financial Eligibility:

2. The bidder should have had **average annual financial turnover (gross) of Rs. 73 Lakhs (Rupees Seventy Three Lakhs only)** of Similar works during the immediate last five consecutive financial years

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

balance sheets, ending 31st March 2020, duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.

In case of a Joint Venture, the lead member should meet at least **50% of the minimum Turnover and the other members should fulfil at least 20%** of the minimum Turnover. However, the total Turnover of the Consortium shall not be less than **Rs. 73 Lakhs (Rupees Seventy Three Lakhs only)**

3. The bidder **should not have** incurred **any loss** (Profit after tax should be positive) in more than **two (2) years** during available last Five consecutive financial years balance sheets, ending 31st March 2020, duly certified and audited by the Chartered Accountant.

In case the Bidder is JV/ consortium, the Lead Member and the consortium, if it is exiting/registered from last five, (as the case may be) should not have incurred loss in more than 2 financial years among the last 5 financial years.

4. The bidder shall furnish a **solvency certificate** of value not less than **Rs. 59 Lakhs (Rupees Fifty Nine Lakhs only)** certified by his bankers. Such certificate shall not be of a date, which is more than six months prior to the date of submission of tender. In case of a consortium/JV, the Lead Member or the consortium/JV (as the case may be) shall submit the Solvency Certificate of aforementioned strength as mentioned above herein. The solvency certificate is optional, the evaluation and marking will be performed on the basis of financial turnover, on the basis of total marks 2.
5. The bidder shall have sufficient number of technical and administrative employees for proper execution of the Contract. The bidder **shall have to submit** a list of these employees stating clearly how these would be involved in this work within 15 **days of award of work**.

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- (c) Intending bidders are advised to ensure that they meet the minimum eligibility criteria as per the detailed terms and evaluation parameters enumerated in this document before they submit their tender documents.
2. An agreement shall be executed by and between the NU and the successful bidder for the **"INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION."** in the given format as per the terms and conditions stipulated in the tender documents. The rates shall be quoted by the bidder as per various terms and conditions of this document, which shall form part of the agreement.
 3. The time allowed for carrying out the Work shall be 3 months for supply of equipment and system and initially five years for the supply of bio feed as raw material of requisite quality from the date of initiation as defined in Schedule – F or from the first date of handing over of the Site, whichever is later.
 4. 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.
 5. The Site shall be handed over to the successful bidder at the time of award of contract on "as is where is" basis.
 6. The tender documents consisting of drawings, specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with and other necessary documents can be seen on the website of NU at <http://www.nalandauniv.edu.in> and also at <https://nalandauniv.euniwizarde.com>.
 7. Intending bidders are advised to obtain valid class-II (or appropriate class) digital signature to participate in tendering.
 8. The interested bidders shall upload their e-tenders in <https://nalandauniv.euniwizarde.com> and also physically submit the hard copies of tenders as per the guidelines given in this document at Reception of Nalanda

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University's Rajgir office both within the stipulated time and date as indicated above. The detailed address of the Nalanda University's Rajgir Office is as follows:

**Nalanda University,
Rajgir, District Nalanda,
Bihar - 803116, India.**

9. While submitting the revised tender, contractor can revise the rate offered one or more item(s) any number of times but before last time and date of submission of tender as notified.
10. Earnest Money Deposit (EMD) shall be accepted only in the form of Deposit at Call receipt/Demand Draft/ BG/FDR drawn in favour of **Nalanda University**, payable at Rajgir, Bihar from any scheduled bank guaranteed by the Reserve Bank of India. The intending bidder has to scan and upload all the details such as Banker's name, Demand Draft/ Bank Guarantee number, amount and date to the e-Tendering website within the period of tender submission and original should be deposited at Tender Box kept at reception of Nalanda University, Rajgir, District Nalanda, Bihar - 803116, India.

OR

Submit the Under Taking Declaration **Form I** as the format is being published with this RFP. The Exemption is allowed to the MSME registered agencies as per the Govt Order. The details and guidelines for the EMD and tender fees are mentioned below:

a) Bank Details of Nalanda university is as follows:

1. Name of Bank: HDFC BANK LTD
2. Name & Address of Branch: DHARAMSHALA ROAD, DIST NALANDA, City: RAJGIR 803116, State: BIHAR
3. Branch Code: 2059
4. IFSC Code of respective branch: HDFC0002059

b) Interested bidders who wish to participate in the tender shall pay Rs. **6,000/** (**Rupees Six Thousand only**) as e-Tender Form Fee of Nalanda University,

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Rajgir, Bihar in the form of Demand Draft of any scheduled bank, a copy of which shall have to be scanned and uploaded to the e-Tendering website before tender submission.

- c) EMD and **e-Tender Form Fee** shall be exempted in case of Micro & Small Enterprise (MSEs) as defined in MSE Procurement policy issued by Department of Micro Small & Medium Enterprises (MSME) or are registered with Central Purchase Organization of the Concerned Ministry or Department or Start-up as recognized by Department of Industrial Policy & Promotion (DIPP). The bidders registered with MSME / DIPP should upload a copy of Valid Registration Certificate along with the technical bid.

Note: The original instrument in respect of Earnest Money Deposit or NSIC/MSME Exemption certificate must be submitted to Nalanda University on the address mentioned above on or before bid submission date/time in a sealed envelope. In case of non-submission of original payment instrument of EMD or NSIC/MSME exemption certificate, the bid shall be rejected.

a. The MSEs who intend to claim benefits under MSME act, shall fulfil the following, otherwise they run the risk of their bid being technically passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for further evaluation.

b. MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSME Act 2006 and Public Procurement Policy, 2012 as Manufacturing/Service Enterprises should be registered with Office of Deputy Commissioner of Industries (ODCI) / NSIC under its Single Point Registration Scheme (SPRS).

c. Office of Deputy Commissioner of Industries (ODCI) / NSIC certificate with monetary limit should be valid on the scheduled date /extended date of submission of tender. Certificates without monetary limits on Investment Plant & Machinery will be considered for similar Products / Services.

d. The items of Product / Services mentioned under ODCI (MSME) /NSIC certificate should be the same or similar to the tendered items.

e. The monetary limit stipulated in the MSME/NSIC certificate of MSEs should be equal or more than the value of work(s)/Supply is/are "In hand(Progress)"

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awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption

OR

Submit the Under Taking Declaration **Form I** as the format is being published with this RFP.

The tender shall be accompanied with the following documents:

- a) Deposit at Call receipt/Demand Draft and/or Bank Guarantee against the EMD and Demand Draft for the-Tender Form Fee OR **MSME certificate** shall be placed in a sealed Envelope 1 super scribed as "**Earnest Money and Cost of e-Tender Form Fee**" with name of Work and due date of opening of the tender also mentioned thereon.
- b) **The design presentations, technical solutions, compliance of the technical specification as published with this RFP, NO Deviation Certificate, Copies of certificates of work experience and other prequalifying documents as specified in the NIT shall be deposited in a sealed Envelope 2A super scribed as "Eligibility Documents".**
- c) All the tender documents (Notice Inviting Tender, Schedule of Quantities, BOQ, Technical Specifications and Tender drawings) uploaded by the University shall be duly signed on each page by the authorized signatory of the bidder, stamped and placed in a sealed Envelope 2B super scribed as "**Signed Tender Documents**". The documents in this envelop 2B is not required to be uploaded in the e-tendering website <https://nalandauniv.euniwizarde.com>. However, a declaration must be uploaded under the relevant packet stating on oath that the signed tender documents will be submitted physically on or before **3.30 PM on 25.02.2021** at Nalanda University, Rajgir Office.
- d) Both the envelops, Envelop 2A & 2B shall be put in to a large envelop super scribed as "**Envelop 2 Technical Tender**".
- e) All the three envelopes shall be placed in large sealed envelope marked as "**Tender for INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION**"
- f) Technical tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and e- Tender Form Fee and other documents placed in the Envelope 1 are found in order.
- g) Opening of e-Tender shall be in the following sequence:

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Stage 1:

- i) Form I or MSME certificate or EMD and e-Tender Form Fee of which hard copies are placed in Envelope 1;
- ii) Eligibility documents of which hard copies are placed in Envelope 2;
- iii) The technical offer will be opened on the scheduled date of 1st stage bid opening.
- iv) The technically qualified bidders will be allowed to submit the Financial Tender (Price Bid) on the CPPP, let say in Envelope 3.

Stage 2:

- v) The Technically Qualified Bidders will be allowed to submit their competitive Price Bid and to be opened only for the bidders fulfilling necessary eligibility criteria per this tender document and accepted by NU. The date of opening of financial tender shall be intimated through Central Public Procurement Portal to each successful/eligible bidder evaluated on the basis of eligibility criteria and required technical solutions.

11. The tender submitted shall become invalid if:

- i) The bidders are found ineligible; or
- ii) The bidders fail to upload all the documents (Including GST Registration) as stipulated in this tender document.
- iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of e-Tender and hard copies as submitted physically in the office of the tender opening authority.
- iv) The lowest bidder does not deposit physical EMD within a week of opening of bid.
- v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any rate above/below on the total amount of the tender of any section/sub head in tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

12. The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the tender amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled 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

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prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. The contractor whose tender is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.

PERFORMANCE GUARANTEE DURING ENTIRE CONTRACT PERIOD:

Contractor has to submit a performance guarantee for the **tender job amounting to 3 % of the total cost on an annual** in the form of FDR/TDR/DD/BC/BG – issued from scheduled bank in favour of Nalanda University Payable at Rajgir Bihar. The format of the Guarantee shall be as per NIT document or as per the CPWD format. The contractor needs to submit the guarantee to NU on completion of the work including testing, commission and stabilization period while submitting the final bill. In the absence of such performance guarantee, the final bill shall not be released.

The performance guarantee submitted above shall be released to the bidder at the end of successful completion of the service period.

For the equipment supply (Other than bio feed) However, the security deposited @2.5% shall be kept on hold till defect liability period. The SD amount may be released on receipt of the financial Instrument (FDR/TDR/DD/BC/BG – issued from scheduled bank) in favor of Nalanda University Payable at Rajgir valid for the entire DLP.

13. Intending bidders must inspect and examine the Site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), form and nature of the Site, the means of access to the Site, the accommodation as may be required and in general, shall obtain all necessary information as to the risks involved, contingencies and other circumstances which may have a bearing or influence or affect the decision of submission of tender. A bidder shall be deemed to have full knowledge of the Site whether or not an inspection has been undertaken by the bidder or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed in the amount quoted in the tender. The bidder shall be responsible for arranging and maintaining cost of all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Work unless otherwise specifically provided for in this document and/or the agreement and/or any other letter, circular, notification issued or document released by **NU (NALANDA UNIVERSITY)**. Submission of a tender by a bidder implies that he

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has read this notice and all other contract documents and has made himself aware of the scope and specifications of the Work to be executed and of conditions and local conditions and other factors having a bearing on the execution of the Work.

The bidder submitting tender shall be presumed that they are well acquainted with the site and accepting all the actual site conditions.

14. Owner is not bound to accept the lowest or any other tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Owner also reserves the right to restrict the list of qualified contractors to any number deemed suitable by it, if too many tenders are received satisfying the laid down criteria. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be rejected summarily. Tenders subject to any conditions proposed by the bidder shall not be accepted and shall be liable to be rejected.
15. Canvassing either directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing shall be liable to be rejected.
16. Owner reserves the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the quoted rate.
17. The bidder shall intimate the names of persons who are or were working in any capacity with the bidder or are subsequently employed by the bidder and who are or have been an officer in **NU**.
18. The contractor shall not be permitted to render for this work if his near relative is employed by Nalanda University 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 Nalanda University or in the Ministry of External Affairs. Any breach of this condition by the contractor would render liable to be debarred from participating in tender process.
19. No engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found to be such a person who had not obtained permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
20. The tender for the Work shall remain open for acceptance for a period of **120 (One Hundred and Twenty) days** from the date of opening of Technical tender. In case any bidder withdraws its tender before the end of ninety days or issue of letter of acceptance, whichever is earlier, or makes such modifications in the

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terms and conditions of the tender which are not acceptable to the Owner, then the Owner shall, without prejudice to any other right or remedy available under the contract or law, be at liberty to forfeit 50% of the EMD. Further, such bidder shall be debarred from participating in the re-tendering process of the Work.

21. The receipt of the bid will be presumed that the bidder has accepted all the terms and condition of this NIT read with the corrigendum/addendum issued by the University. This notice-inviting Tender shall form a part of the agreement and shall be read and construed accordingly. The successful bidder, on acceptance of its tender by the Owner, shall within 15 days from the stipulated date of initiation of the Work, execute an agreement consisting of: -

The Notice Inviting Tender, general conditions, all the documents including additional conditions, specifications, drawings and minutes of pre-tender meeting, addendums and corrigendum, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

Note : Integrity Agreement will be signed and sealed by the Authorised Representative of bidder as per the format of NIT on bidder's letter head initially. Formal agreement on stamp paper shall be signed between NU and the successful bidder only, at the time of Signing of agreement for the work.

INTEGRITY AGREEMENT

On account of the e-tendering process adopted by NU, the bidder does not sign any document physically and entire tender document is submitted online through digital signature. However, the bidder shall be required to physically submit a set of documents in the office of Registrar, NU. In order to maintain transparency and integrity in the process of awarding contract, it is essential for NU and bidders to agree and abide by certain principles and policies. NU and bidders agree to following:

- i) NU shall remain committed to follow the principles of transparency, equity and competitiveness in public procurement;
- ii) The Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder shall sign the Integrity Agreement, which is an integral part of tender/tender documents, failing which the bidder will stand disqualified from the tendering process and the tender of the bidder shall be liable to be rejected summarily.
- iii) The bidders agree and acknowledge that the NIT is an invitation to offer made on the condition that the bidders shall sign an Integrity Agreement in the format as provided for in this document. Such Integrity Agreement shall form an integral part of the tender documents. Any failure on the part of any bidder to execute the Integrity Agreement shall render such bidder disqualified from the tendering process. The bidder agree and acknowledge that bidding for the Work

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as envisaged in this document shall be regarded as an unconditional and absolute acceptance of the condition of executing the Integrity Agreement.

- iv) The bidders acknowledge, agree and confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the Integrity Agreement shall be separate and distinct from the main agreement, which shall come into existence once tender is finally accepted by NU. The bidders acknowledge and accept the tenure of the Integrity Agreement, which shall be in the line with Article 1 of the format of Integrity Agreement as prescribed herein.

The bidders acknowledge that in the event of failure to sign and accept the Integrity Agreement, while submitting the tender/tender documents, NU shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the tender in accordance with terms and conditions of the tender. In addition to other components of tender document, the Integrity Pact shall also be signed between The Registrar, NU and successful bidder after acceptance of tender.

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

To,

.....,

.....,

Sub: INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION at Proposed Permanent Campus of Nalanda University, Rajgir, Bihar.

Dear Sir,

It is here by declared that the Nalanda University is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/tender documents, failing which the bidder will stand disqualified from the tendering process and the tender of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NU.

Yours faithfully

Registrar, NU

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

(TO BE SUBMITTED ON BIDDERS LETTER HEAD)

INTEGRITY AGREEMENT

To,

The Registrar,

Nalanda University, Rajgir, Bihar

Sub: Submission of Tender for INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION at Proposed Permanent Campus of Nalanda University, Rajgir, Bihar.

Dear Sir,

I/We, -----(Name of The bidder)-----
-----, acknowledge that the Nalanda University is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/tender document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE TENDER SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender is finally accepted by NU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/tender documents, NU shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the tender in accordance with terms and conditions of the tender.

Yours faithfully

(Duly authorized signatory of the Bidder)

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(To be signed by the bidder and the Registrar, NU)

INTEGRITY AGREEMENT

THIS INTEGRITY AGREEMENT is made at on this..... Day of2019

BETWEEN

The Vice Chancellor, Nalanda University represented through the Registrar, Nalanda University (hereinafter referred as "NU" or "Owner" which expression shall unless repugnant to the context or meaning thereof is deemed to include its successors & permitted assigns) of the FIRST PART:

AND

..... (Name and
Address of the Individual/firm/Company)
through..... (Hereinafter referred to as
the (Details of duly authorized signatory) "Bidder/Contractor" and which expression
shall unless repugnant to the meaning or context hereof include its successors and
permitted assigns) of the SECOND PART

Each of the NU/Owner and Bidder/Contractor individually referred to as the "Party" and collectively referred to as the "Parties".

Preamble

WHEREAS the Owner floated a tender for **"INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR"**. ("Tender") and intends to award, under laid down organizational procedure, contract for (Name of Work) hereinafter referred to "Contract".

AND WHEREAS the Owner values full compliance with all applicable laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its bidder(s) and contractor(s).

AND WHEREAS to meet the purpose aforesaid, the Parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the tender documents and Contract between the Parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the Parties hereby agree as follows and this Pact witnesses as under:

FOR OWNER

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FOR CONTRACTOR

Article 1: Commitment of the Owner

- 1) The Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Owner will, during the tender process, treat all bidder(s) with equity and reason. The Owner will, in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - (c) The Owner shall endeavour to exclude from the tender process any person, whose conduct in the past has involved any bias of any nature.
- 2) If the Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner will be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) Each Bidder/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the Owner of any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the Contract.
- 2) The Bidder(s)/Contractor(s) commits themselves to take all measures essential to prevent any act of corruption. The Bidders/Contractors commit themselves to observe the following principles during their participation in the Tender process and during the execution of the Contract:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the owner's employees involved in the Tender process or execution of the Contract, or to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender Process or during the execution of the Contract.

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- b) The Bidder(s)/Contractor(s) shall not enter with other Bidder(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Indian Penal Code (IPC)/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Owner as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly can submit tender in the process of tender, but not both. In cases where an agent participates in the tender on behalf of one bidder, such agent shall not be permitted to quote on behalf of any another bidder along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting tender, disclose any and all payments made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate any third person to commit offences mentioned above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the Owner.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Owner under law or the Contract or the Contract or its established policies and laid down procedures, the

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Owner after giving 14 days' notice to the Bidder/Contractor shall have the powers to disqualify the Bidder(s)/Contractor(s) from the process of Tender or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be forever or for a limited period as decided by the Owner.
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Owner apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Bidder/Contractor.
- 3) **Criminal Liability:** If the Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) Act or if the Owner has substantive suspicion in this regard, the Owner will forthwith inform the same to any law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder/Contractor declares that no previous transgressions occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of Tender.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the process of Tender or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system the Owner may, at its sole discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

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- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.
- 2) The Owner will enter into such agreements or pacts on identical terms as this Integrity Pact with all Bidders and Contractors.
- 3) The Owner will disqualify Bidders, who do not submit the duly signed Integrity Pact between the owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both parties (the Owner and the Bidder/Contractor) have legally signed it. It expires for the Contractor/Vendor twelve (12) months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Owner.

Article 7- Other Provisions

- 1) This Integrity Pact is subject to Indian laws and the place of performance and jurisdiction is the place of office of the Owner/NU who has floated the Tender.
- 2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of mutual written agreement between the parties to the Integrity Pact.
- 3) If the Contractor is a partnership or a consortium, this Pact shall be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In case the contractor is a company, the Pact must be signed by a representative duly authorized by board resolution of such company.
- 4) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of the Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and conditions that any dispute or difference arising between the Parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the Owner in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

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All rights and remedies of the Parties hereto shall be in addition to all the other legal rights and remedies belonging to such Parties under the contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact shall have precedence over the Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the Parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses

:.....

(For and on behalf of Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES (Signature, name and address)

1

2

Place:

Dated:

FORM- I - Bid Security Declaration Form (On Stamp Paper and Notarized)

Date: _____

To
The Registrar
Nalanda University
Rajgir, Bihar

NAME OF WORK: **Design, Supply, Installation, testing & commissioning of Bio Gas Based Co Generation Engine and Biomethanation Plant along with the comprehensive Operation & Maintenance work initially for five years at permanent campus of Nalanda University (NU), Nalanda, Rajgir, Bihar..**

NIT NO:

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any central government contract or any of its PSU for a period of one year from the date of issue of suspension order if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) after the opening of the tender, have withdrawn/modified/amended, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions as given in the bid.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature
in the capacity of _____
Name: _____
Duly authorized to sign the bid for an on behalf of **M/s** _____
Dated on _____

Alternative option:

**ON NON-JUDICIAL STAMP PAPER OF MINIMUM RS. 100
(GUARANTEE OFFERED BY BANK TO NALANDA UNIVERSITY IN
CONNECTION WITH THE EXECUTION OF CONTRACTS)**

**Form of Bank Guarantee for Earnest Money Deposit /Performance
Guarantee/Security Deposit/Mobilization Advance.**

**1. Whereas the Registrar, Nalanda University on behalf of Vice
Chancellor of Nalanda University (hereinafter called "The Owner ")
has invited bids under {NIT number}
dated for (name of
work) The Owner has further
agreed to accept irrevocable Bank Guarantee for Rs
(Rupees only) valid upto date)* as
Earnest Money Deposit from (name and address of
contractor) (hereinafter called "the contractor") for
compliance of his obligations in accordance with the terms and
conditions of the said NIT.**

OR**

**Whereas the Registrar, Nalanda University on behalf of Vice
Chancellor of Nalanda University (hereinafter called "The OWNER")
has entered into an agreement bearing number with
..... (name and address of the contractor)
hereinafter called "the Contractor") for execution of work
..... (name of work)
..... The Owner/University has further
agreed to accept an irrevocable Bank Guarantee for Rs .
..... (Rupees only) valid upto
(date) as Performance Guarantee/Security
Deposit/Mobilization Advance from the said Contractor for
compliance of his obligations in accordance with the terms and
conditions of the agreement.**

**2. We, (indicate the name of the bank)
(herein after referred to as "the Bank"), hereby undertake to pay to
the Owner/University an amount not exceeding Rs .**

..... . (Rupees only) on demand by the Owner/University within 10 days of the demand.

3. We, (indicate the name of the Bank) , do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Owner/University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. 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)

4. We, (indicate the name of the Bank) , further undertake to pay the Owner/University any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, (indicate the name of the Bank) , further agree that the Owner/University shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner/University against the said contractor 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 or for any forbearance, act of omission on the part of the Owner/University or any indulgence by the Owner/University to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the Bank) , further agree that the Owner/University at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, (indicate the name of the Bank) , undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid up to unless extended on demand by the Owner/University. Notwithstanding

anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses

1. Signature.....

Name and address

2. Signature

Name and address

Authorized signatory Name

Designation

Staff code no.

Bank seal

***Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.**

****In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.**

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

(To be executed by and between the Owner and the successful bidder)

FORMAT OF AGREEMENT

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 **Design, Supply, Installation, Testing and Commissioning of Combine Heat & Power (CHP) Engine and Biomethanation Plant at Proposed Permanent Campus of Nalanda University, Rajgir, Bihar** 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 Supply, Installation, Testing and Commissioning of Combine Heat & Power (CHP) Engine and Biomethanation Plant at Proposed Permanent Campus of Nalanda University, Rajgir, Bihar**, (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.

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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 _____

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

Binding	Signature	of	Contractor
in	the	presence	of
<hr/>			
<hr/>			

Rate Tender & Contract for the job and service

Tender for the work of: -This tender is invited online for the INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION at Proposed Permanent Campus of Nalanda University, Rajgir, Bihar.

- i) To be submitted by the bidders in hard copy in the Rajgir office of Nalanda University, -up to 03:30 PM on_____.
- ii) To be opened in presence of bidders who may be present at 04:00 PM on_____ at the Rajgir office of Nalanda University.

TENDER

I/We have read and examined the notice inviting tender, bill of quantity, Specifications, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender to execute the work of NU mentioned above and detailed in the schedule of quantities within the time frame specified in Schedule F of the tender documents, and in accordance with the specifications, designs, drawing and instructions/orders of the engineer in charge meeting all the Conditions of Contract with such materials as are provided for In the drawings, technical specifications or the schedule of quantities.

I/We agree to keep the tender open and valid for **120 (Seventy Five) days** from the due date of opening of Technical tender and shall not make any modifications in its terms and conditions.

A sum of Rs. **2.92 Lacs** is hereby forwarded in the form of a Receipt of Deposit at Call receipt/ a demand draft of a Scheduled Bank and a bank guarantee issued by a Scheduled Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period and form, I/We agree that NU shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that NU shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by Owner towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause Deviations/Variations Extent and Pricing of the tender form. Further, I/We agree that

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in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred from participating in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/we shall treat the Tender Documents, drawings and other records connected with the Work as secret / confidential documents and shall not communicate nor use any information derived therefrom to any persons other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the interest of Nalanda University.

Dated

Signature of Contractor

Witness

Name

Name

Address

Address

Occupation

Telephone

ACCEPTANCE

The above offer is hereby accepted by me on behalf of The Nalanda University Rajgir, Bihar. For a sum of Rs. ----- (Rupees ----- ----)

The letters referred to below shall form part of this agreement:

(a)

(b)

(c)

Dated

For & on behalf of NU

Signature

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

Brief Particulars of the Work

Nalanda University was established in November 2010. It came into being by an Act of the Indian Parliament – a testimony to the important status that Nalanda University occupies in the Indian intellectual landscape. Nalanda is a standalone international university unlike any other established in the country. Located in the town of Rajgir, in the northern Indian State of Bihar, Nalanda University is mandated to be “an international institution for the pursuit of intellectual, philosophical, historical and spiritual studies”. This new university contains within it a memory of the ancient Nalanda University and is premised on the shared desire of Member States of the East Asia Summit countries to re-discover and strengthen “educational co-operation by tapping the East Asia Regions centres of excellence in education ... [and] to improve understanding and the appreciation of one another’s heritage and history”

The proposed site for the University is located in the Nalanda district of Bihar and fronts the State Highway 71. The site for the University is on the South West outskirts of Rajgir town at a distance of 3.5 kms from the current urban edge of the town. Rajgir also happens to be the administrative sub division of Nalanda district.

The whole campus is planned to be constructed in two phases. The first phase will be of approximately 1,40,200 Sqm of Built up area.

This tender document is for **Design, INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION at Nalanda University (NU) Project**

GENERAL GUIDELINES FOR BIDDERS

1. GENERAL:

1. Letter of transmittal and forms, terms and conditions for deciding eligibility are given in this tender document.
2. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. In case no information is to be provided in a particular column, “nil” or “no such case” or “not available” entry should be made in that column. If any particulars/query are not applicable in case of a bidder, “not applicable” shall be mentioned against such particular/query. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the tender being

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summarily disqualified and rejected entitling the Owner to forfeit the EMD and e-Tender Form Fee without any further notice to the bidder. Tenders made by telegram or telex and including those received late shall not be entertained and returned unaccepted.

3. The tender should be type written. The bidder should sign each page of application. Scanned copies of these signed documents should be uploaded for online submission.
4. Overwriting should be avoided. Corrections, if any, should be made by neatly crossing out, initiating, dating and rewriting. Pages of eligibility criteria are numbered. Additional sheets, if any added by the bidder, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
5. References, information and certificates from the respective owners certifying suitability, technical knowledge or capability of the bidder should be attested by the first class judicial magistrate or equivalent or Group A Gazetted officer of Central or any State Government.
6. The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged Work. Bidders are, however, advised not to furnish any superfluous information. No information shall be entertained after uploading of eligibility criteria document unless it is called for by the Engineer-in-Charge.

It is desirable that the bidder is not contesting or defending any legal proceeding before a court of law or tribunal or quasi-judicial or administrative authority ("Legal Proceedings"). The bidder must submit information of all on-going Legal Proceedings and for the past seven (7) years. In the event the bidder has not been subject to any such Legal Proceedings either in process or in the past seven (7) years, an affidavit to this effect, duly notarized shall be submitted in original.

7. Any information furnished by the bidder found to be incorrect either immediately or at a later date, shall render such bidder liable to be debarred from tendering/taking up of the Work.

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8. The bidder shall not have been black listed by any State/Central Government Department or Public Sector Undertaking or any autonomous body. The bidder shall submit a duly notarized affidavit, stating on oath that the bidder has not been blacklisted. Applications received without such affidavit in original shall stand automatically rejected. NU shall be entitled to forfeit the EMD and e-Tender Form Fee on account of any such rejection.

2. DEFINITIONS:

9. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India 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 and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In this document the following words and expressions shall carry the meaning hereby assigned to them:

1. "Owner/Purchaser/Employer/NU" shall mean and refer to the Nalanda University, Rajgir, Bihar
2. "Vice Chancellor" shall mean and refer to the Vice Chancellor of NU
3. "Registrar" shall mean and refer to Registrar of NU
4. "Project Manager" shall mean and refer to the person/Project Management Consultants (PMC) nominated as Project Manager by NU and shall report to Engineer in Charge.
5. "Architect Consultants" shall mean and refer to the Consultants appointed by NU as Architect Consultants.
6. "MEP Consultant" shall mean and refer to the Consultants appointed by "Architect Consultants" as MEP Consultants.
7. "Engineer in Charge" shall mean and refer to an authorized Engineer Officer appointed by NU who shall supervise and be In-Charge of the work.

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8. "Bidder" shall mean and refer to an individual, proprietary firm, firm in partnership, limited company (private or public), joint venture or corporation but shall not include a special purpose vehicle.
9. "Year" means financial year unless stated otherwise.
10. "Market Rate" shall be the rate as decided by the Engineer-in-Charge on the basis of the prevailing cost of materials and labour at the site (where the work is being executed) involved in executing that item plus the percentage mentioned in Schedule 'F' to cover, all overheads and profits, **provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.**

3. METHOD OF APPLICATION:

1. If the bidder is an individual, the application for submitting tender shall be signed by such individual above the full type written name and current address.
2. If the bidder is a **proprietary concern**, the application for submitting tender shall be signed by the proprietor above full type written name and the full name of the proprietor firm with its current address.
3. If the bidder is a partnership firm, the application for submitting tender shall be signed by all the partners of the partnership firm above their full typewritten names and current address, or, alternatively, by one or more partners holding power of attorney for the firm and/or other partners. A notarized copy of such power of attorney shall be submitted along with the application and it must be disclosed that the firm is duly registered under the **INDIAN PARTNERSHIP ACT 1932**. The application shall also be accompanied with a notarized copy of the partnership deed and current addresses of all the partners of the firm.
4. If the bidder is a limited company or a corporation, the application for submitting tender shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder shall also furnish a notarized copy of the Memorandum and Articles of Association of the company.

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5. If the Bidder is a Joint Venture then the following shall be applicable

5.1. Joint Ventures (JV) involving Two or More Indian Firms:

For the purpose of this TENDER, two or more Indian firms / entities / organisations may join hands to collaborate in the bid. Such collaborations may happen in order to take advantage of the experience and credentials of one another. Joint ventures so established before the filing of the TENDER will be recognised as a JV provided the establishment of the JV is effected in advance of the TENDER submission or the JV has been established through a fool proof legal instrument.

A Joint Venture so established should have no partner in the JV possessing a stake less than 25% and no partner should have a controlling stake of more than 51%.

Maximum three firm/company/entities may collaborate as JV/consortia and in such case the leading partner should have maximum share/stake but neither less than 33% NOR more than 51% and remaining partner should not have less than 25% of share/stake.

5.2. Joint Ventures (JV) involving Two or More Foreign Firms:

For the purpose of this TENDER, one or more Indian firm(s)/ entity (ies)/ organisation(s) may join hands with one or more foreign firm(s)/ entity (ies)/ organisation(s) to collaborate in the bid. Such collaborations may happen in order to take advantage of the experience and credentials of one another. Joint ventures so established before the filing of the TENDER will be recognised as a JV provided the establishment of the JV is effected in advance of the TENDER submission or the JV has been established through a fool proof legal instrument.

A Joint Venture/consortia so established should have no partner in the JV/consortia possessing a stake less than 25% and no partner should have a controlling stake of more than 51%.

A JV/consortia established between agencies wherein one or more of them individually do not qualify to practice/ conduct business in India (i.e. do not have the requisite permissions and licences from relevant authorities of the GOI) then only the Firm(s)/ entity (ies)/ organisation(s) in the JV/consortia qualifying to practice or conduct business in India will be recognised as the participant(s). The JV/consortia in such a situation will only be a back-end collaborative arrangement for the recognised participant(s). Further, in such a situation only the experience and credentials of the recognised participant(s) will be valid for evaluation. In such case, only Indian partner shall be allowed as the lead partner and Indian firm should have more stake/share in the venture/consortia.

5.3. List of the documents required for JV:

1. Details of Joint Venture
2. Memorandum of Understanding signed between parties/Agreement Copies forming the Joint VENTURE, **And/or**
3. Certificate of Registration under Companies Act of the Joint Venture

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4. Certificate of percentage holdings among the partners in the Joint Venture.

4. FINAL DECISION MAKING AUTHORITY

The NU reserves the right to accept or reject any tender and to annul the process and reject all tenders at any time without assigning any reason thereof or incurring any liability to the bidders.

5. Particulars of the work given in Brief are to be considered Provisional. They are liable to change and must be considered only as advance information to assist the Bidders.

6. SITE VISIT

The bidder shall visit the Site of Work, at his own cost, and examine the Site and its surroundings to satisfy himself and collect all information that may be considered necessary for proper assessment of the scope of Work enumerated in this tender document. Contact Person at Nalanda University for Coordination of Site Visit.

Junior Engineer Electrical, Nalanda University, Rajgir.

Email: skrishna@nalandauniv.edu.in

Mobile @ +91-9102011241

The bidders qualifying the initial criteria as set out in Para 7.0 above will be evaluated for following criteria by scoring method on the basis of details furnished by such bidders:

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(Financial strength (Form "A" and "B") A Turn over B Solvency (Optional) Alternative : C. Only Turnover (If bidder does not submit the solvency)	Maximum 20 marks 16 4 20 Marks
(Experience in eligible similar nature of Work during last seven years. (Form "C")	Maximum 20 marks
(Performance on Works (time Over run) (Form "D")	Maximum 20 marks
(Performance on quality of eligible similar works executed (Form "D")	Maximum 40 marks
Total		100. Marks

The owner reserves the right to restrict the list of such qualified contractor to any number deemed suitable by it.

1. **Evaluation of Performance: The NU reserves the right** of physical inspection of completed projects of bidders conducted by a tender evaluation committee constituted by the Competent Authority, NU for evaluating the quality of work. The tender evaluation committee may visit and inspect all the eligible works that have been executed and submitted by the bidders in the Technical tender. The marks for quality shall be given based on this inspection, if inspection is carried out. The Committee may also at its discretion, call for information from owners of eligible works carried out by bidders or the works in progress by bidders and evaluate the projects regarding all submission done by the bidder including litigations. The bidder shall submit a self-certified self-evaluation calculation sheet for evaluation parameters mentioned in Form F.

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2. To become eligible for short-listing, the bidder shall secure at least 50 % marks in each section A, B, C, and D and sixty percent marks in aggregate. **However the qualifying 50% marks must be on both the attributes of section A separately.** In case of eligible similar works being more than one, average value of performance of works for time overrun and quality shall be taken on the basis of performance report of these works.

9. FINANCIAL INFORMATION

The bidder shall furnish the Annual Financial Statements for the last five (5) years ending **31st March 2020** in "Form A" and Solvency Certificate in "Form B".

In case of a consortium, the Lead Member and/OR consortium/JV (as the case may be to fulfil the criteria in accordance of then above clause 7) shall submit the Solvency Certificate of aforementioned strength as mentioned above herein.

10. DISCLOSURE OF EXPERIENCE IN SIMILAR WORKS

1. The bidder shall furnish the List of eligible similar works successfully completed during the preceding seven years (ending previous day of the last day of submission of tenders) in 'Form C'.

2. ORGANISATION INFORMATION

The bidder shall be required to submit the information in respect of its organization in **Form E**.

12. LETTER OF TRANSMITTAL

The bidder shall submit the Letter of Transmittal in the format as prescribed in this document.

13. OPENING OF THE FINANCIAL TENDER

After evaluation of applications, a list of short listed agencies will be prepared. Thereafter, the financial tenders of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the

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qualified bidders or their representatives. The validity of the tenders shall be 120 **(One Hundred and Twenty) days** and shall be reckoned from the date of opening of the Technical Tender.

14. AWARD CRITERIA

14.1. The Owner reserves the right, without being liable for any damages or any obligation to inform the bidder, to:

14.1.1. Amend the scope and value of Work to the bidder.

14.1.2. Reject any or all of the applications without assigning any reason.

14.2. Any effort on the part of the bidder or his agent to exercise any influence or to pressurize the Owner shall result in rejection of his tender. The Owner clarifies that any kind of canvassing or any act of similar nature is expressly prohibited.

INFORMATION REGARDING ELIGIBILITY CRITERION LETTER OF TRANSMITTAL

From:

To

The Registrar,

Nalanda University, Rajgir, Bihar.

Dear Sir,

Subject: "TENDER FOR INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR"

TENDER NO: _____

Having examined the details given in Press –Notice and Technical Tender document for the above work in the subject hereinabove, I/we hereby submit the relevant information as hereunder:

- a. I/We hereby certify that all the statement made and information supplied in the enclosed Forms A to E and accompanying statement are true and correct in all respects and no information has been concealed and misrepresented.
- b. I/We have furnished all information and details necessary for certifying the eligibility and that no further pertinent information required to be shared remains undisclosed.

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- c. I/We hereby submit the requisite certified solvency certificate and authorize the Vice Chancellor, NU to approach the bank, issuing the solvency certificate to confirm the correctness and veracity thereof. I/We also authorize Vice Chancellor, NU to approach individuals, owners, firms and corporations to verify my/our competence and reputation.
- d. I/We submit the following certificates in support of my/our suitability, technical knowledge and capability for having successfully completed the following works:

Sr.No.	Name of Work	Certificate from

e.

Certificate:

It is certified that the information given in the enclosed Eligibility Tender are correct. It is also certified that I/we shall be liable to be debarred, disqualified/cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Enclosures: Seal of bidder

Date of submission

SIGNATURE (S) OF BIDDER (S)

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FORM A

FINANCIAL INFORMATION

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last **five (5)** years duly certified by the Chartered Accountant, as submitted by the bidder to the Income Tax Department (copies of all the documents to be attached).

S. No.	Description	Years				
		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
i)	Gross Annual turnover	Not mandatory				
ii)	Turnover on similar works					
iii)	Profit/Loss					

- i. Financial arrangements for carrying out the proposed work.
- ii. Solvency Certificate from Bankers of bidder in the prescribed Form B

SIGNATURE OF BIDDER (S)

Signature of Chartered Accountant with Seal

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FORM B

(FORM OF BANKER'S SOLVENCY CERTIFICATE FROM A SCHEDULED BANK)

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information that M/s. /Shri..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....).

This certificate has been issued at the specific request for limited purpose of submitting the Tender to the Nalanda University, Rajgir, Bihar and shall not be used for any other purpose whatsoever.

This certificate is issued without any guarantee or responsibility on the bank or any of our officers and employees.

(Signature)

For the Bank

GENERAL INSTRUCTIONS:

- (1) Banker's Solvency Certificate must be on the letterhead of the bank issuing such certificate, sealed in a cover addressed to the Vice Chancellor, NU.
- (2) In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.
- (3) The Solvency Certificate shall not be more than 6 months old from the original date of submission of tender.

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FORM C

**DETAILS OF SIMILAR WORKS COMPLETED DURING THE LAST SEVEN YEARS
ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF TENDER**

A	B	C	D	E	F	G	H	I	J
S r . N o	N a m e o f w o r k / p r o j e c t a n d l o c a t i o n	O w n e r o r s p o n s o r i n g o r g a n i z a t i o n	C o s t o f w o r k i n C r o r e s o f R u p e e s	D a t e o f c o m m e n c e m e n t a s p e r c o n t r a c t	S t i p u l a t e d d a t e o f c o m p l e t i o n	A c t u a l d a t e o f c o m p l e t i o n	Litiga tion / arbitr ation cases pendi ng / in progr ess with detail s*	Name and addres s / teleph one numbe r of officer to whom referen ce may be made	Whe ther the wor k was don e on back to back basi s Yes/ No
1									
2									
3									

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*Indicate gross amount claimed and amount awarded by the Arbitrator.

SIGNATURE OF BIDDER (S)

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FORM D (On letterhead of respective owners of the Work)

PERFORMANCE REPORT OF WORKS REFERRED TO IN 'FORM C'

1	Name of work/ Project & Location	
2	Agreement No.	
3	Estimated Cost	
4	Tendered Cost	
5	Date of Start	
6	Date of completion	
	(i) Stipulated Date of Completion	
	(ii) Actual Date of Completion	
7	(i) Whether case of levy of compensation for delay has been decided or not. (ii) If decide, amount of compensation levied for delayed completion, if any	Yes/No
8	Performance Report	
	1) Quality of Work	Outstanding/Very Good/Good/Poor
	2) Financial Soundness	Outstanding/Very Good/Good/Poor
	3) Technical Proficiency	Outstanding/Very Good/Good/Poor
	4) Resourcefulness	Outstanding/Very Good/Good/Poor
	5) General Behaviour	Outstanding/Very Good/Good/Poor

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

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

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FORM E

STRUCTURE & ORGANIZATION

1	Name & Address of the bidder		
2	Telephone No./Telex No./Fax No./e-mail address		
3	Legal status of the bidder (attach copies of original document defining the legal status).		
	a)	An Individual	
	b)	A Proprietary Firm	
	b)	A firm in partnership	
	c)	A limited company or Corporation	
4	Particulars of registration with various Government bodies (attach attested photo-copy). (Company Registration, PAN no., CST and VAT Registration, Service Tax Registration, PF Registration, ESI Registration, Registration as a Contractor with CPWD/MES/State PWD etc. ant information about others)		
	ORGANIZATION/PLACE OF REGISTRATION		REGISTRATION No.
	1		
	2		
5	Names and Titles of Directors& Officers with designation to be deputed for the Works		

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6	Designation of individuals authorized to act for the organization.	
7	Has the bidder or any constituent partner in case of partnership firm/Limited Company/Joint Venture, ever been convicted by a court of law? If so, give details.	
8	In which field of Mechanical Engineering the bidder has specialization and interest?	
9	Any other information considered necessary but not included above.	

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

SIGNATURE OF BIDDER (S)

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FORM F

CRITERIA FOR ELIGIBILITY CRITERION EVALUATION OF CONTRACTORS

	Attribut es	M a x · M a r k s	Ma rks Obt ained By the Bid der on Sel f- Ass ess me nt	Evaluation Criteria ^{*1}	Remark s
A	Financial strength	20		<i>(i) 60% marks for minimum eligibility criteria</i>	
1	Average annual turnover	16		<i>(ii) 100% marks for twice the minimum eligibility criteria or more</i>	
2	Solvency Certificate optional, in case of optional, financial turnover will be evaluated on 20 marks	4		<i>In between (i) & (ii) – on pro-rata basis</i>	
B	Experience of Work during last seven years.	20		<i>(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis</i>	

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C	Performance on works (time over run)	20						
	Parameter -			SCORE				
	Calculation for Points		If TOR =	1	2.0	3.0	>3.5	Maximum Marks (20)
1	Without levy of compensation			20	15	10	10	
2	With levy of compensation			NA	5	0	-5	
3	Levy of compensation not decided			NA	10	0	0	
	TOR (Time Over Run) = AT/ST, where AT=Actual Time; ST=Stipulated Time.							

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D	Performanc e of works (Quality)	40	<p><i>Outstanding Quality 40 Marks Very Good Quality 30 Marks Good Quality 20 Marks Poor Quality 0 Marks The evaluation will be done by the expert committee/jury nominated by the Nalanda University for the purpose based on documents submitted and/or other means as decided by the committee/jury who may include visit of the site of project referred to by the bidder or any other project deemed fit by Engineer In Charge. The bidder must submit precise certificate given by the Owner/owner signed by an officer not below the rank of Executive Engineer or equivalent Preferably along with photographic evidence to support evaluation for this category, in case of absence of such document Zero (0) marks shall be awarded for the specific category of evaluation.</i></p>	
<p>To become eligible for short listing the bidder must secure at least 50% marks in each section A1, A2, A, B, C, and D and sixty percent marks in aggregate. The Institute reserves the right to restrict the list of qualified contractors to any number deemed suitable by it.</p>				
<p>*1- Precise certificate given by the Owner signed by an officer not below the rank of Executive Engineer or equivalent shall be furnished along with photographic evidence to support evaluation for this category, in case of absence of such document Zero (0) marks shall be awarded for the specific category of evaluation.</p>				
<p>*1 – In place of a copy of bill/final bill, The Bidder can also submit a certificate by the Owner or his authorised representative, stating the quantity of works executed for each Work Specific items mentioned in qualifying criteria above, in support of his claim regarding his having executed the work specific items.</p>				

FORM G

GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:

- The affidavit shall be executed on appropriate non-judicial **stamp paper** of minimum value as applicable in the State of Bihar and notarized by a Notary Public;
- Scanned copy of the affidavit shall be uploaded at the time of submission of the tender in soft copy.

AFFIDAVIT FOR SITE VISIT

I, _____, aged ____ years, son/daughter of _____, presently residing at _____ and authorized by _____ (name of bidder) ("Bidder") to solemn this affidavit on behalf of the Bidder, solemnly affirm on oath as hereunder:

1. The Bidder confirms that the Bidder has duly undertaken the visit of the proposed project site of Nalanda University, located at Rajgir, Bihar.
2. The Bidder has inspected and examined its surroundings and has satisfied itself about the site conditions and site logistics. The Bidder confirms that it is aware of the ground conditions and nature of the site, means of access to the site and the accommodation area required for establishing the labour camp. The Bidder agrees and confirms it shall be solely responsible for arranging and maintaining the afore-mentioned at its own cost including all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the Work unless otherwise specifically provided for in the contract documents.
3. The Bidder confirms and agrees that the submission of the tender implies that the requisite site visit has already been undertaken and that the Bidder has acquainted itself with the local conditions and other factors having a bearing on the execution of the Work.

DEPONENT

VERIFICATION

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

DEPONENT

Requirement of technical Staff

Technical Staff

The bidder shall deploy sufficient number of technical and administrative employees for smooth execution of the Work. However Minimum Technical Staff to be deployed at site at all times during the execution of the work will be as per following table. The bidder shall submit a list of employees stating clearly the responsibility to be assigned to each of such employees. Further, the bidder shall have the capability and resources to arrange at least **30±10% numbers of skilled and 75±10% numbers of unskilled labourers** per day continuously for various stages of the Work. The bidder shall have to demonstrate the capability to arrange such workers and additional numbers as per the requirement assessed by the Engineer-in-Charge for timely completion of various stages of the Work. The capability as claimed by the bidder shall be supported by the past performance and an undertaking. **Technical staff should be experienced in Municipal Waste Collection and Transportation.**

One Mechanical engineer who will look after collection and transportation vehicles and another environment engineer who will keep control on the quality and quantity of waste collected.

Human resource person should follow rules for all employees and waste should be handled as per MSW Rules 2000 and 2016.

Technical Staff	Requirement of Technical staff		Minimum experience of Execution work (Years)
	Qualification	Number	
Mechanical Engineers Technical staff should be experienced in Municipal Waste Collection and Transportation. One Mechanical engineer who will look after collection and transportation vehicles and another environment engineer who will keep control on the quality and quantity of waste collected. Human resource person	<ul style="list-style-type: none"> Project Manager Graduate Engineer 	1	10

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should follow rules for all employees and waste should be handled as per MSW Rules 2000 and 2016.			
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SECTION 2

PROFORM A OF SCHEDULES: A TO F

SCHEDULE A

SCHEDULE OF QUANTITIES

As per Separate sheet Attached with this NIT

DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

SCHEDULE B

Schedule of materials to be issued to the Contractor

Sr. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
	NIL	NIL	NIL	NIL

SCHEDULE C

Tools and plants to be made available to the Contractor:

Sr. No.	Description of item	Quantity
1	2	3
	NIL	NIL

SCHEDULE D

Extra schedule for specific requirements / documents for the work if any.

The bidder may give additional information other than sought for in the preceding paragraph.

SCHEDULE E

Reference to General Conditions of Contract.

Name of Work : "TENDER FOR INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR".

Estimated cost of work: Rs. 1.46 Crores

Earnest Money: Rs 2.92 Lacs or form I or msme

(iii) Performance Guarantee during construction and development of the plant: 3% (three percent) of tendered value,

(iii) Security Deposit: 2.5% (Two Point Five Percent) of tendered value

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SCHEDULE F (GENERAL RULES & DIRECTIONS)

1. **Authority Inviting Tender. - Registrar, Nalanda University, Rajgir, Bihar.**
2. **Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses "Deviation, Extra items and pricing & Deviation submitted items and pricing"** Please refer below

Définitions:

Sr. No	DESCRIPTION	DETAILS
1	Owner	Vice Chancellor, Nalanda University, Rajgir, Bihar
2	Tender Accepting Authority	Registrar, Nalanda University, Rajgir, Bihar.
3	Engineer In charge	Authorized Engineer Officer appointed by Nalanda University Rajgir, Bihar
4	Project Manager	Nominated Person/PMC by NU
5	Architect Consultants	Consultants, appointed by NU as Architect Consultants.
6	Percentage on cost of materials and Labour to cover all overheads and profits for Extra Items	15% as per MNRE /CPWD provision
7	Rates considered for Estimate	DSR 2019 & Market Rates as applicable.(with correction slips issued up to the previous day of the last date of submission of tenders),

CLAUSE 1: Performance Guarantee

1	Time allowed for submission of Performance Guarantee Programme Chart (Time and Progress) and applicable labour Licenses, Registration with EPFO, ESIC, and BOCW Welfare board or proof of applying therefrom the date of issue of letter of acceptance	15 (Fifteen) Days
2	Maximum allowable extension beyond the period provided in 1 above	7 (Seven) Days with late fee @ 0.1% per day of the Performance Guarantee amount.

CLAUSE 2 and Clause 2 A: Compensation for Delay and Incentive for early completion

1	Authority for fixing compensation under its clause	Vice Chancellor, Nalanda University, Rajgir, Bihar
2	Incentive for early completion	Applicable as per detailed Clause.

CLAUSE 5: Time and Extension for Delay

1	Number of days from the date of issue of letter of acceptance for reckoning date of start.	22 (Twenty Two) days.
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Milestone(s) as per table given below:-

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Though the overall time of completion is 3 months the contractor shall complete all the buildings/structures such that the buildings are ready for occupation in all respects, strictly conforming to the time limit specified for such items. Any delay in achieving specified timeline given in the Milestones (as mentioned below) of these building shall invite withholding of payments as indicated against each and every Milestone:

Project Milestone Schedule:			
Sr. No.	Description of Milestone (Physical)	Time allowed in Months (from date of start)	Amount to be with-held in case of non-achievement of milestone
Milestone of Works (Time duration 6 Months)			
1	Submission of detailed design calculation. Submission of detailed layout drawings, schematic drawings and data sheet from the date of issue of LOI/LOA.	15 Days	0.5% of tendered value.
2	Submission of data sheet for all equipment's to be supplied in campus for the inside campus waste management and 3D stations design. This includes the submission of confirmation and acknowledgement for the placement of the order to the OEM/Authorized dealer as per the approved technical specification. Initiation of the survey and confirmation of the collection of the bio feed raw material required for the gas generation.	20 Days	0.5% of tendered value
3	Completion of the field survey	30 Days	0.5 % of the tendered value

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4	1 st Lot of raw material supply as per the required quantity to the University.	60	
5	Completion of the equipment supply as per the order and NU confirmation		

Note: Withheld amount shall be released if and when subsequent milestone is achieved.

1	Total Time allowed for execution of work	12 (Twelve) Months
2	Authority to decide Extension of Time	Vice Chancellor, Nalanda University, Rajgir, Bihar
3	Rescheduling of Milestones	Engineer In Charge, and the Rescheduling is to be approved by Vice Chancellor, Nalanda University (NU)

Clause 5

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
1	Substation Building	Handing over of space for installation of equipment	Within 15 Days

Schedule of handing over of site

Clause 5.4

Schedule of rate of recovery for delay in submission of the modified program in terms of delay days

I.	More than 5 Crore but Less than 20 Crore.	Rs. 2500
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CLAUSE 7 : Payment on Intermediate Certificate to be regarded as Advances

Not Applicable

Clause 7A

1	Whether Clause 7 A shall be applicable	yes
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List of Testing Equipment.

1	List of Testing equipment to be provided by the contractor at site laboratory.	As per (Table-1) of Annexure-1 attached.
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CLAUSE 10B (i) & 10B (ii) : Secured Advance & Mobilization Advance.

1	Secured advance on Non-perishable materials & Mobilization Advance.	NA
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CLAUSE 11 : Work to be executed in accordance with Specifications, Drawings, and Orders etc.

1	Specifications	Detailed Specifications and related IS/IEC and other mentioned codes
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CLAUSE 12 : Deviations/Variations/ Extent and Pricing

As per requirement and agreement

CLAUSE 16 : Action in casework not done as per Specifications

1	Competent Authority for deciding reduced rates.	Engineer in Charge
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CLAUSE.17 : Contractor Liable for Damages/ Defects during defects liability period

4	Defects Liability Period	Minimum 24 months from completion of the project as a whole and as per the OEM policy on machinery part whichever will be more.
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CLAUSE 4.38: Settlement of Disputes

1	Settlement of Disputes	Committee appointed by NU
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DEVELOPMENT OF PERMANENT CAMPUS (PHASE-I) FOR NALANDA UNIVERSITY

Employment of Technical Staff and employees

Requirement of Technical Representative(s) in progressive manner in satisfaction of Project Manager & Engineer-In-Charge with its recovery Rate. The staff Should have relevant work experience for similar type of projects.

S. No.	Minimum Qualification of Technical Representative Should have relevant work experience for similar type of projects	Discipline	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause Figures	
2.	Graduate Engineer	Mechanical	Five Years- Should have relevant work experience for similar type of projects	One	Rs. 25,000/ p.m.	.

SECTION 3

GENERAL RULES & DIRECTIONS

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General Rules & Directions:

1. The Tender shall state the work to be carried out, the date for submitting and opening tenders and the time allowed for executing the Work, the amount of earnest money to be deposited with the tender, the amount of the security deposit and performance guarantee to be deposited by the successful bidder and the percentage if any, to be deducted from the security deposit. Copies of the specifications, designs and drawings and any other documents required in connection with the Work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the bidder at the office of NU during office hours.
 2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on behalf of such partner by a person holding a valid power of attorney from such absentee partner specifically for the purposes of the tender. Such power of attorney shall be produced along with the tender. Any firm submitting its bid pursuant to the tender shall be duly registered under the **Indian Partnership Act, 1952.**
 3. Receipts for payment made on account of completed Work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- A. This tender being a Rate Tender, contractor shall fill up the usual printed form, stating at what rate (in figures as well as in words). The tender submitted shall be treated as invalid if:-
1. The contractor does not quote total amount of tender or any section/sub head of the tender.
 2. The rate is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 3. The rate quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

4B In case the lowest tendered amount (estimated cost +/- amount worked on the basis of rate above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted

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above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of the Tender Evaluation Committee and any other member nominated by the Competent Authority at NU& the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The NU will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned above. In the event of a tender being rejected, the earnest money shall thereupon be returned to the respective bidders without any interest on such earnest money.
6. The NU shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the bidder shall not be considered as an acknowledgment for payment to the NU and the bidder shall be responsible for ensuring that a receipt signed by the NU or a duly authorized cashier is obtained for monies paid.
8. The bidders shall sign a declaration under the Officials Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the Work awarded to the bidder. The unsuccessful bidders shall return all the drawings shared during the course of the tender process.
9. Use of correcting fluid, anywhere in tender document shall not be permitted. Such tender shall be liable to be rejected.

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10. This tender being a Percentage Rate Tender, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. rate quoted by the contractor in the tender shall be accurately filled in figures and words, so that there is no discrepancy.
11. This tender being Rate Tender, the bidder shall quote the rate (in figures as well as in words) at which he will be willing to execute the job. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P' and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.
12.
 - a. The Contractor whose tender is accepted, shall be required to furnish performance guarantee of 3% (three percent) of the tendered amount within the period specified herein. Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled 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 prescribed form.
13. The bidder whose tender is accepted shall be required to furnish by way of Security Deposit for the fulfilment of the Contract, an amount equal to 2.5% of the tendered value of the work. The Security Deposit shall be collected by deductions from the running bills as well as final bill of the Contractor at the rates mentioned above. The Security Deposit shall also be accepted in cash or in the shape of Government securities, fixed deposit receipt of a scheduled bank or State Bank of India will also be accepted for this purpose provided conformity advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the bidder, responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge/Architect Consultants with a copy to the Owner.
15. **GST or any other tax applicable in respect of the Contract shall be payable by the Contractor and NU shall not entertain any claim whatsoever in respect of the same. However, Component of GST at time of Supply of Service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of the tender including extension if any.**

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- 16.** The contractor shall give a list of both Nalanda University officials/employees and/or any other official/employees of the Consultants appointed by NU in regard to this Project related to him.
- 17.** The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
- 18.** The ESI and EPF contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the 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.
- 19.** The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. Any failure to so shall amount to a breach of the Contract and the Owner may in its discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation under the provisions of the Apprentices Act, 1961.

SECTION 4

GENERAL CONDITIONS OF CONTRACT

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Définitions

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.

Architect Consultants:

Architect Consultants shall mean the Architect Consultant appointed by NU including its associate architects and their authorized consultants and Engineers to design and assist the Engineer In Charge in monitoring the Architectural, Structural, Electrical, Plumbing, Acoustic, HVAC, Landscape and Infrastructure works and also to check

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quality, project scheduling, cost control, installation of systems and equipment in the Works and ensure that the same is done as per the drawings approved.

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 authority mentioned in **Schedule 'F'**.

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..

Market Rate:

Market rate shall be the rate as decided by the Engineer-in-Charge in consultation with Architect Consultants and Project Management Consultant (PMC) on the basis of the cost of materials and labour at the site where the Work is to be executed plus the percentage mentioned in **Schedule 'F'** to cover all overheads and profits of the Contractor and approved by the NU, provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.

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.

GST

GST shall mean Goods and Service Tax – Central, State and Inter State.

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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 descriptions given in the Schedule of Quantities (Schedule A) 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.

Discrepancies and Adjustment of Errors:

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

In the case of discrepancy between the schedule of Quantities, the Specifications and / or the Drawings, the following order of preference shall be observed: -

- I) Description of Schedule of Quantities.
- ii) Particular Specifications
- iii) Special Conditions.

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iv) Additional Conditions

v) General Conditions

vi) Drawings.

vii) Indian Standard Specifications for Co-Generation engines.

viii) CPWD standard specifications for Civil, Plumbing, Mechanical and Electrical works.

ix) Indian Standard specifications for Biomethanation plants and related equipment's and accessories.

x) Indian Standard Specifications of BIS.

xi) Accepted good Engineering Practice based on experience of Foreign Countries'' Codes.

xii) **Relevant IS or any other international code in case IS code is not available.**

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.

Signing of Contract: The successful bidder/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- i. The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii. Standard CPWD Form as mentioned in Schedule 'F' consisting of:
 - a. Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexures thereto.
 - b. CPWD Safety Code
 - c. Model Rules for the protection of health, sanitary arrangements for workers employed by CPWD or its contractors.
 - d. CPWD Contractor's Labour Regulations.
 - e. List of Acts and omissions for which fines can be imposed.
- iii. No payment for the work done will be made unless contract is signed by the contractor

CLAUSES OF CONTRACT

CLAUSE.1 Performance Guarantee

(i) The contractor shall submit an irrevocable Performance Guarantee of 3% (three 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 period specified in Schedule 'F' 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 as specified in schedule 'F' 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 Deposit at Call receipt of any scheduled bank/Bankers Cheque of any scheduled bank/Demand Draft of any scheduled 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

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stand forfeited in full and shall be absolutely at the disposal of the Nalanda University.

(v) On substantial completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional completion certificate shall be recorded by the Engineer-In-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.

This provisional completion certificate shall be recorded by the concerned Engineer-In-Charge with the approval of Project manager/ chief Project manager/ Superintending Engineer. After recording of the provisional completion certificate for the work by the competent authority, the 80% of performance guarantee shall be returned to the contractor, without any interest.

However, in case of contracts involving Maintenance of building and services. Any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor without any interest after recording the provisional completion certificate.

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 2.5% (two decimal five per cent) of the gross amount of each running and final bill, till the sum deducted will amount to security deposit of 2.5 % (two decimal five per cent) of the 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.

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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 **justified** extended date of completion **as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15,** he shall, without prejudice to any other right or remedy available under the law to the Owner on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule-F (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 **determined**) 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 with maximum rate @ 1 % (one percent) per month of delay to be computed on per day basis based on the quantum of damage suffered due to stated delay on the part of Contractor.

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 **accepted** Tendered Value of work or of the **accepted** Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.

In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer In Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor

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shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.

Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/ services. This is without prejudice to right of action by the Engineer In Charge under clause 3 for delay in performance and claim for compensation under that clause.

In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule 'F', after due consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after determination of contract.

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 **as above**. 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

DELETED

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

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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 and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work or **section of work with individual date of completion on or before** the stipulated date or **justified extender date, on or before such date of completion; and the Engineer-in-Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-charge the contractor will be unable to complete the same or does not complete the same within the period specified.**

(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

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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 **(excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract)**, 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 **so far as performance of work by the contractor is concerned** (of which **determination** 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 **by giving notice to the other party stating the reasons**. In such eventuality, the Performance Guarantee of the contractor shall be refunded within **21** days.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

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 as specified in Schedule F or the extended time in accordance with these conditions shall be the essence of the contract. The execution of the works shall commence from such time period as mentioned in Schedule F or from the date of handing over of the site, **notified by the Engineer-in-Charge,** whichever is later. **However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months for issue of acceptance letter.** If the Contractor commits default in commencing the execution of the work as aforesaid, **the performance guarantee shall be forfeited by the Engineer In charge and shall be absolutely at disposal of the Owner** without prejudice to any other right or remedy available in law.

5.1 The contractor shall submit within Fifteen days of award of work as in consideration of

- a) Schedule of handing over of site as specified in the Schedule 'F'
 - b) Schedule of issue of designs as specified in the schedule 'F'
- (i) The contractor shall submit a programme Chart (Time and Progress) for each mile stone. The Engineer in Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by the contractor without causing any delay in execution of the work. 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 Schedule F.
- (ii) In case of non-submission of construction programme by the contractor the program approved by the Engineer-in-charge shall be deemed to be final.
- (iii) The approval by the Engineer-in-charge of such programme shall not relieve the contractor of any of the obligations under the contract.

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- (iv) The contractor shall submit the Time and progress chart and progress report using mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 5000/- shall be made on per week or part 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 like above which, in the reasoned opinion 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 **Engineer In Charge for entry in the hindrance register (physical or web-based as prescribed 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. **The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.**

5.3 In case the work is hindered by any reason, in the opinion of the contractor, by the owner or for someone for whose action the owner is responsible, the contractor may immediately give notice thereof in writing to the Engineer in Charge in the same manner as prescribed under sub clause 5.2 seeking extension of time or reschedule of milestone/s. The authority as indicated in schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the milestones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non-application by the contractor for extension of time Engineer in Charge after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.

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5.3 Request for rescheduling of Mile stones **or** extension of time, to be eligible for consideration, shall be made by the Contractor **(As per Appendix XVI)** in writing with supporting documents within fourteen days of the happening of the event causing delay on the prescribed form **i.e. Form of application by the contractor for seeking reschedule of milestones (Appendix-XVI) or form of application by the contractor for seeking extension of time (Appendix- XVII) respectively** to the authority as indicated in Schedule-F. **The contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved program by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised program which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised program.**

5.4 **In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a program (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.**

5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

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

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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

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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.

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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

NO payment shall be made for work, estimated to cost Rs. One Lakh or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One Lakh, 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

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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 checking the detailed measurement sheets to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.

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 for 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 **0.1% of Tendered Value** subject to a ceiling of Rs.15, 000 (Rs. Fifteen thousand only) or 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 all the AV works done under this contract within Thirty days of the completion of the work, **provided that the services plans have been issued for execution by the Engineer-in-Charge, unless the contractor, by virtue of any other provision in the contract, is required to prepare such plans.**

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.

In case of delay in payment of final bills after prescribed time limit, a simple interest @ **10%** per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.

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

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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. 10. Materials supplied by the Owner

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

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 & Architect Consultants. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the 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 analysed 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

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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

- (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 (Contractor request and project necessity, if required)

Not applicable

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

DELETED

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

No variation in Prices/ Rates of any item of works shall be payable and the prices shall remain firm during the period of the contract and also fir the extended period of contract. Therefore, no claims on this account shall be acceptable.

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

No variation in Prices/ Wages shall be payable and the prices shall remain firm during the period of the contract and also fir the extended period of contract. Therefore, no claims on this account shall be acceptable.

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 specified in Schedule 'F' 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.

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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. 12 Deviations / Variations Extent and Pricing

The Owner shall have power

(I) To make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the Work, and

(II) To omit a part of the Work(s) in case of non-availability of a portion of the site or for any reasons, and Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted Work which the Contractor may be directed to do in the manner specified above as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main Work except as hereafter provided.

12.1. The time for completion of the Works shall in the event of any deviations resulting in additional cost over the Tendered Value sum being ordered, be extended, if requested by the Contractor, as follows:

(I) in the proportion which the additional cost of the altered, additional or substituted Work, bears to the original Tendered Value plus

(II) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

(III) Any Further deviation beyond this limit up to 1.5 times of the tendered amount shall be approved by Chief Engineer with recorded reason and in exceptional case, ADG shall have full power to approved the deviation beyond 1.5 times of tendered amount with recorded reason and take suitable corrective action.

12.2 Deviation, Extra items and Pricing

In the case of extra items (items that are completely new, and are in addition to the items contained in the contract) the contractor may within fifteen days of

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receipt of order or occurrence of the item(s) claim rates, supported by proper analysis **which shall include invoices, vouchers etc. and Manufacturer's specifications**, for the work **failing which the rate approved later by the Engineer-in-Charge shall be binding** and the engineer-in-charge shall within prescribed time limit of one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined, **failing which it will be deemed to have been approved.**

Deviation, Substituted items, Pricing

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

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

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

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule-F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

12.3 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule-F, and the Engineer in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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12.4. The contractor shall send to the Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right. However, the Owner may authorize consideration of such claims on merits.

12.5 For the purpose of operation of Schedule-F the following works shall be treated as works relating to work up to plinth level.

- (i) For buildings and basements: All works up to respective plinth level or up to floor 1 level.
- (ii) For abutments, piers and well staining: all works up to 1.2m above the bed level:
- (iii) For retaining wall, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 meter above the formation ground level
- (iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 meters above the formation ground level:
- v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
- (vi) For Roads, all items of Excavation and filling including treatment of Sub base.

12.6 Any operation incidental to or necessarily has to be in contemplation of bidder while filling tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the bidder or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

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

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Engineer in-Charge shall give notice in writing to that effect to the Contractor stating the decision as well as the cause for such decision 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:

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- 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.

- iii) 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

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stipulated cost of the work less the cost of work actually executed under the contract shall be payable.

In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.

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

If 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

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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;

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- 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

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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 unskilful 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 Authority specified in Schedule F 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/ installation/ equipment 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

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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. Contractor to provide tools & plants etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Owner'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 portion 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

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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 CPWD. 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.

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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 CPWD. 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 labourers employed by him on the work,

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- 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.

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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 CPWD. 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 gobi on both sides. The floor may be kutcha but plastered with mud gobi 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.

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(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

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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, it's 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 19 L 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

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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,

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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 or **if the Engineer in Charge considers any act or decision of the contract** 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) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

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 any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, 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.

It is also a term of the contract that if any fees and other expenses are payable to the Arbitrator, these shall be paid **as per the act.**

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

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

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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.

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- 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

Deleted

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

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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

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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) **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.

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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) GST, labour cess and other statutory deductions etc shall be made at source as per prevalent law. The deductions of security deposit, income tax etc shall be done after calculation of due payments and net payment shall be reduced accordingly. Copy of GST registration shall be submitted with the tender document during its submission. 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 Gazetted Engineer to work as contractor within one year of Retirement.

No engineer of gazetted rank or other gazetted 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

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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.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT

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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 inspection of CEA (Electrical inspector) local electricity department shall be the responsibility of contractor however on submission of the bills the inspection charge shall be released to the contractor. The work must be executed through a valid electrical licence holder and the supply, installation, testing and commissioning job description must be submitted by the contractor on green card as required to the electrical inspector in advance before charging of the system / line

The Bidder shall quote the percentage above/below the total estimated cost given in Schedule of Quantities. Incomplete offer under the tender shall be liable for rejection. Quantities shown in the Schedule of Quantities are approximate and can increase or decrease. No claim shall be entertained for any item of work due to variation in the quantities.

The tender shall be typed or written in indelible ink and shall be signed by the bidder or a person(s) duly authorized to sign under a valid Power of Attorney/Board Resolution on behalf of the Bidder. The person or persons signing the tender shall initial at all pages of the tender document and an initial shall be affixed at all such places where any insertions, corrections or amendments are made by hand.

The bidder shall sign at the bottom right hand corner of every page of the tender documents in token of acceptance of tender conditions and for the purpose of identification.

The Contractor shall give his address for communication along with telephone/e-mail address and all communication made by **NU** to the said address by registered post acknowledgement due, speed post, courier or any other mode of service shall be deemed to have been effected provided that communication made by mobile, telephone or e-mail shall be followed by a written communication through courier/post. All correspondence addressed to **NU** shall be in the name of **Registrar, Nalanda University, Rajgir, Bihar.**

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Submission of a tender by a bidder implies that he has read all the terms and conditions contained in this document and all other contract documents and has acquainted himself of the nature, scope and specifications of the Works to be executed. The Contractor shall also be deemed to have acquainted himself of the local conditions and other factors, which might have a bearing on the execution of the Works. **NU** shall in no event be held liable for any loss/damage/harm for costs or otherwise caused to the Contractor due to such non-acquaintance.

Against the loss/damage/harm caused, **NU** shall not be liable for any act or omission of the act of the Contractor in so far as any violation of any of the aforementioned act.

Bidders have to compulsorily submit the entire tender Contract Documents. Every Bidder shall submit all documents issued to him for the purpose of this tender after duly filling the same in all respects. Tender Contracts, which are found to be vague, irrelevant and incomplete, shall be summarily rejected.

Unless otherwise stated, the contract shall be for the whole Work as described in the "Schedule of items of Works" and under the drawings. The Contractor shall be bound to complete the whole Work within such stipulated time as set out in the schedule of items of Works and the drawings, including such additional items as may be necessary, if any, as per drawings and instructions. On the Completion of work, inspect the work and certify The Architect Consultant shall The issuance of certificate of completion, as issued by the Engineer-in-Charge on or by the Competent Authority at Nalanda University shall be mandatory for indicating the successful completion of work and such certificate of completion will be conclusive proof of completion of Work. Such certificate shall be issued only after the inspection of work by Architects Consultants and obtaining certificate from him that work is executed as per approved design and specifications

The work to be carried out under the contract shall, except as otherwise provided in these conditions shall include all labour, materials, tools, plants, equipment, transport and royalties, taxes, labour cess etc., which may be required in preparation of the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated be held to include wastage of materials, carrying and all other labour necessary for the full and entire execution and completion of the Work as aforesaid in accordance with the specifications, good practice and recognized principles.

The Contractor shall be deemed to have satisfied itself before submission of the tender as to the correctness and sufficiency of the tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works. Under no circumstances shall the Contractor withdraw from the Contract once the tender is accepted. In an event of withdrawal or default by the Contractor, the deposit of earnest money made by the Contractor shall stand forfeited.

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No cost payable for preparing tender: The bidder shall not be entitled to claim any costs, charges, expenses in connection with preparation and submission and subsequent clarification of its tender in the event of withdrawal of the invitation of tenders by **NU**.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Owner's Liability Act, 1938, Maternity Benefits Act, 1961, and the Industrial Disputes Act, 1947 as may be applicable and the rules and regulations issued there under from time to time. The list of the statutes mentioned above is an indicative list and all enactments applicable for workmen shall be complied with by the bidder. Any failure to comply with such statutes shall amount to breach of the Contract and the Engineer-in-Charge may, at his discretion, terminate the Contract without any prior notice being furnished to the Contractor. The Contractor shall also be liable for any pecuniary liability arising on account of violation of any of the said statutes and shall indemnify and keep the NU indemnified for any loss or damage arising on account of the same.

The provisions in the Tender documents shall prevail over the contents of the above paragraphs if there is any contradiction or variation in the conditions mentioned hereinabove and those contained in the Contract Documents.

Additional Définitions

Nominated Sub-Contractor:

Nominated Sub-Contractor shall mean any person or agency appointed by NU for the execution of any particular Work or providing any services under the Contract.

Samples:

Samples are physical samples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop drawings:

Shop drawings means those drawings or other documents which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation or any other construction related works mentioned in the Tender which required by the Architect Consultants and are submitted to the Engineer In charge for the approval/suggestion/verification from Architect Consultants as the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.

Submittals:

Submittals includes progress schedules, setting out drawings, shop drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Engineer in Charge.

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Virtual Completion:

Virtual Completion shall mean completion of the Works as per drawings and specifications to the entire satisfaction of Engineer in Charge/ Architect Consultants/ NU whose decision shall be final and binding on the parties in this regard and particularly the act of securing by the Contractor to get the virtual completion certificate from the Engineer in charge and submission of the same to the NU to start the Defect liability period of the contract.

Final Completion:

Final Completion shall mean the completion of the Works and any necessary rectification directed to be carried out during the Defects Liability Period and any extension thereof by the Contractor and securing of such final completion certificate from the Engineer in Charge/ Architect Consultants/ NU, and also obtaining the final handing over of the Works to the NU, and the acceptance of the same.

Jurisdiction of Courts: The Court at Bihar Sharif/High Court at Patna in the state of Bihar shall have the Jurisdiction to decide any dispute arising out of or in respect of the contract for this work.

CLAUSE.5.1: EARNEST MONEY

The earnest money is paid by each bidder to enable the NU to ensure that a bidder does not back out of his tender before its acceptance, or refuse to execute the work after it has been awarded to him.

Deposit of earnest money

Earnest Money can be paid in the form of a Deposit at Call receipt/ Demand Draft or Banker's Cheque of any Scheduled Bank drawn in favour of Nalanda University Rajgir, Bihar along with Bank Guarantee of any Scheduled Bank wherever applicable. It shall be scanned and uploaded to the e-Tendering website within the period of tender submission and original should be deposited in office of NU.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, **Rs 22.84 Lakhs** of earnest money will have to be deposited in the form of a Receipt of Deposit at Call receipt/Demand Draft or Banker's Cheque of any Scheduled Bank drawn in favour of Nalanda University Rajgir, Bihar and balance in the form of Bank Guarantee of any Scheduled bank, which is to be scanned and uploaded by the intending bidders.

The intending bidder has to fill all the details such as Banker's name, Demand Draft/ Banker's Cheque/Bank Guarantee number, amount and date.

The amount of EMD can be paid by multiple Demand Draft / Banker's Cheque / along with multiple Bank Guarantee of any Scheduled Bank.

The Earnest Money will be returned to the unsuccessful bidders within a week from the date of award of tender. Entry of Demand Draft received as earnest money with the tenders may be kept in the Tender Opening Register, and these need not be

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deposited in the bank except for the successful bidder. The Earnest Money will be returned to the successful bidder after he furnishes Performance Guarantee and duly enters into the contract within such time as per Schedule-F, the successful bidder shall furnish the required Performance Guarantee and attend the office of the NU for execution of the contract documents.

Forfeiture of earnest money

If any bidder withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the NU, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the retendering process of the work.

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

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

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

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

CLAUSE.5.2: Sub-Contractors

Where and when the appointment of Sub-Contractors for specialized job (in the opinion of Engineer In Charge) is indicated, such Sub-Contractors shall be appointed only with the prior written approval of the Owner upon recommendation of Engineer-in-Charge/PMC/Architect Consultants on the following conditions:

- a) The Contractor shall enter into written agreements with Sub-Contractors and ensure that the Sub-Contractors perform their Work in accordance with and subject to the terms and conditions of these Contract Documents. A copy of each such Agreement shall be furnished to the Engineer-in-Charge and the Owner.

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- b) The Contractor shall remain fully responsible to the Owner for the performance and workmanship and all actions of all sub-Contractors and persons directly or indirectly employed by them.
- c) The Contractor shall supply and permit all Sub-Contractors to avail of site facilities and services to enable them to complete their Work safely and without hindrance or delay and conducive to produce the highest quality of Work required.
- d) The Contractor shall upon receipt of instruction from the Engineer-in-Charge, terminate and remove from site forthwith such Sub-Contractor or their person who's Work may be considered unsatisfactory.
- e) The Contractor shall make regular and prompt payment to each Sub-Contractor not later than one week after receipt of payment from Owner for their measured Works certified by the Engineer-in-Charge. If the Contractor fails to make payments to Sub-Contractors as aforesaid, the Owner may, without any obligation or prejudice to its rights and with prior intimation to the Contractor may make direct payments to Sub-Contractors for and on behalf and from the account of the Contractor and recover such sums from the account of the Contractor out of the amounts due and payable under the bills raised by the Contractor. Such direct payments to Sub-Contractors shall be on behalf of the Contractor and shall in no way relieve the Contractor of his responsibilities or create a contractual relationship between the Owner and Sub-Contractor.
- f) Any Subcontractor that has been approved by the Owner shall neither be removed nor replaced without the prior written consent of the Owner.

CLAUSE.5.3: Site office

The Contractor shall at his cost provide a watertight, air-conditioned, lockable site office Approximately 200 Smt. with necessary communication facilities at a suitable location as approved by the Engineer-in-charge for the purpose and use by the Owner, Architect Consultants, Project Management Consultant and/or their authorized representative(s). The site-office shall be reasonably well furnished and to the preference and tastes of the Owner along with electricity and a telephone connection, Internet Connections at no extra cost payable to the Contractor by the Owner in this regard.

CLAUSE.5.4: Reinforcement steel and structural steel

Use of Indian standard reinforcement steel and structural steel manufactured by Primary steel manufacturers only will be allowed for the work under this contract. For Non-standard steel sections, the steel manufactured by the producers other than Primary steel manufacturers shall be allowed after prior approval of Engineer – in – Charge in writing.

CLAUSE. 5.5: Electricity

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

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

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

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

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

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

CLAUSE.5.6: Fossils:

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Owner and the Contractor, be deemed to be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall,

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immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Owner and the Contractor, determine:

CLAUSE.5.7: Insurance

The Contractor shall at his own expense arrange for all insurance policies, including workmen compensation policy and Contractor's All Risk policy (CAR Policy) in the amount of the Contract effective from the date of commencement of Work(s) and until final completion of the Work(s) also taking into consideration the defects liability period, against all of the following risks.

- a) Injuries and damage of persons, property, machinery, equipment, vehicles, animals or things, within or outside the site, arising out of his operations or of any sub-Contractors, nominated or otherwise, or out of any actions of his employees, agents or representatives, limited to Rs. 20,00,000 (Rupees Twenty Lakhs) per accident
- b) Injuries to his or any Sub-Contractor's employees.
- c) Damage to or loss of the property, equipment, and materials at site, of the Owner, Contractor and all Sub-Contractors, as a result of natural causes such as lightning, storm, flood, rain, fire, earthquake, explosion, landslide, etc.
- d) Damage and injuries to persons, property and materials arising out of riot and civil commotion, theft, sabotage malicious acts, terrorist activities, flood, water logging etc.

The insurance policy or policies to cover risks of every nature shall be in the joint names of the Owner and Contractor, and the original of such policy/ policies shall be lodged with the Engineer-in-Charge. The Contractor shall also lodge the premium receipts with the Engineer-in-Charge, such standing jointly in the names of the Owner and the Contractor.

If the Contractor fails to arrange the requisite insurance or fails to renew the policies, the Owner shall arrange for obtaining the requisite insurance policies and or renew them and recover the cost of all premiums from the Contractor and/or

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subsequently deduct such amount from the payments due and payable by the Owner to the Contractor from the bills raised by the Contractor in respect of the Work(s) executed.

No certificate of payment shall be issued by the Engineer-in-Charge whether for an interim or of the final bill raised by the Contractor if the Contractor fails to arrange for total insurance cover.

The Contractor shall reinstate in a manner approved by the Engineer-in-Charge all damage of every sort caused entirely at his cost so as to deliver up to the Owner the whole of the Work(s) complete and perfect in all respects, and so certified by the Engineer-in-Charge and also make good or otherwise satisfy all claims for damage to property of third parties.

The Contractor shall be responsible for anything within his control and for all risks and consequences, which are not included in the purview of the insurance policies.

The insurance cover shall stand extended until final completion of the Works and the contract and shall also cover the defects liability period.

The Contractor undertakes not to cancel any insurance policy nor reduce its scope without the written consent of the Engineer-in-Charge.

The Contractor undertakes to file necessary insurance claims jointly with the Owner and also to join the Owner in filing any claim the Owner chooses to.

Payments against all insurance claims shall be received in the name of the Owner and commensurate adjustments shall be made in accounts with the Contractor.

The aforesaid insurance policy/policies shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

The Contractor shall prove to the Engineer-in-Charge from time to time that it has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the end of the defects liability period.

The Contractor shall ensure that similar insurance policies are taken out by his Sub-Contractor (if any) and shall be responsible for any claims of losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The Contractor shall also obtain the originals of the policies and the premium receipts from the Sub-Contractor and shall lodge the same with the Engineer-in-Charge.

CLAUSE.5.8: Good for Construction Drawings, Details and Clearance to Construct.

After the acceptance of the Letter of Intent, issued by the Owner – Nalanda University, the contractor will be issued “Good for construction” drawings for works. The contractor will arrange to mobilize his resources in very positive and judicious manner to start work on maximum possible fronts. This Execution Plan will be discussed with Project Management Consultants, Architect Consultants and NU in detail and will be finalized subject to changes, if any, and will be agreed to by all the stake holders. If the contractor fails to show reasonable progress for the works for which the drawings and details are already available, Then the Owner Nalanda University, through the Engineer In Charge, will take suitable punitive action like withholding the payments due to contractor, which is equivalent to the amount to be withheld for completion of nearest mile stone as per this Notice Inviting Tender. The withheld amount will be released as soon as the corrective action is taken by the Contractor, for making up the time lost due to delay.

CLAUSE.5.9: Protection of Persons, Works and Property

Accident or Injury to Workmen

The Owner shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Subcontractor, other than death or injury resulting from any act or default of the Owner, his agents or servants.

Accident Prevention:

a) General:

In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons preventing damage to or theft or loss of property, materials, supplies, and equipment; and avoiding Work interruptions. For these purposes, the Contractor shall- Provide appropriate safety barricades, signs, and signal lights.

Comply with the standards issued by any statutory bodies having jurisdiction over occupational health and safety and Ensure that any additional measures as required by the Engineer-in-Charge for this purpose.

b) Records.

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The Contractor shall maintain an accurate record of exposure data on all accidents taken place incidental to performance of Work(s) under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft / loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Engineer-in-Charge.

c) Sub-Contractors:

The Sub-Contractors shall be bound to comply with the clause in the same manner as complied with by the Contractor. In the event of non-compliance by the Sub-Contractor of such clause, the Contractor shall be responsible for compliance of the Sub-Contractor.

d) Written program:

Before commencing the Work, the Contractor shall submit to the Engineer-in-Charge a written proposal for implementing this clause,

Hazardous Material Identification.

a) Notification:

The Contractor shall notify the Engineer-in-Charge in writing of all hazardous material 5 days before delivery of the material. This obligation applies to all materials delivered under this contract, which will involve exposure to hazardous materials or items containing these materials.

b) Responsibility of Contractor:

Neither the requirement of this clause nor any act or failure to act by the Owner shall relieve the Contractor of any responsibility or liability for the safety of Owner, Contractor, or Sub-Contractor's personnel or property.

c) Compliance with laws:

The Contractor shall comply with applicable laws, including the Public Liability Insurance Act 1991, Fatal Accident Act 1855, codes, ordinances, and regulations (Including the obtaining of licenses and permits) in connection with hazardous materials. Contractor shall pay fees and other expenses for obtaining such permission or licenses.

d) Sub-Contractors:

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The Contractor shall insert these above clauses, relating to hazardous material, with appropriate changes on entering into contracts or agreements with Sub-Contractors and the sub-contractors shall be bound and be liable to comply with the same, and in the event of non-compliance of the same, the Contractor shall be held liable for damages or otherwise on the acts of the Sub-Contractor in this regard.

Protection of Property

a) Vegetation, structures and equipment:

The Contractor shall preserve and protect all structures, equipment, and vegetation on or adjacent to the Work site, and which do not unreasonably interfere with the Work required under this contract and shall not be removed by the Contractor. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place.

b) Utilities and improvements:

The Contractor shall protect from damage and have all existing improvements and utilities at or near the Work site and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall be liable to repair any damage caused to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the Engineer-in-Charge may have the necessary Work performed and charge the cost to the Contractor or reduce such amounts from the bills of the Contractor due and payable by the Owner.

c) Contractor shall be required to work within specified areas and they shall be allowed to use only those areas around the works under their scope, for storage of their materials, construction of site offices, erection of batching plant etc. at predetermined locations as shown on the plans. The area so demarcated, shall be barricaded in such a way that the construction activities or the moving vehicular traffic involved in carriage of construction materials/ construction waste etc. do not create interference with any other areas within the premises or activities of the Institute or the activities of other contractor/s working within the premises.

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- d) The contractor shall provide suitable barricading approximately 2.0 m high, with suitably painted with three rows of G.I. Sheets about 2'-6" to 3'-0" wide (75 cms to 90 cms.) nailed or bolted with wooden poles spaced 2 to 3 meter apart and each pole 1.6 m to 2 m long 8 cm. to 10 cm. dia. The poles will be embedded in mobile iron pedestal rings suitably framed for giving stable support as per direction of the Engineer-in-charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. The contractor's rate shall include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.
- e) The positioning of barricading will be reviewed from time to time and necessary shifting barricading as directed by Engineer - in - charges shall be done forthwith by the contractor. Payment of initial erection of barricading and the shifting thereof at a later date as per requirement shall be made under relevant tender items
- f) Contractor will make his own arrangements for making temporary roads and approaches to various locations of work under their scope and up to disposal sites marked on the drawing. These internal approaches and temporary roads shall be made in such a way that they do not affect construction activities of permanent roads within the premises at any time.

Watchmen and Security

The Contractor shall provide sufficient personnel and materials to provide adequate protection to the property and personnel at the site, in transit and stored goods/materials including but not limited to measures specifically required by and under the Contract Documents and any security requirements under this contract.

Corrective Action

- a) Authority to Stop Work:

The Engineer-in-Charge shall notify the Contractor of any non-compliance with the safety and property protection measures as required under this contract of which the Engineer-in-Charge becomes aware and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's authorized representative at the site of the Work shall be deemed sufficient notice of non-

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compliance and corrective action required. After receiving the notice, the Contractor shall immediately take necessary steps to correct the action. If the Contractor fails or refuses to take corrective action promptly, the Engineer-in-Charge shall at his discretion after due consultation with the Owner may issue an order stopping all or part of the Work(s) until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop Work order issued under these circumstances.

b) Rectification:

The Contractor shall be solely responsible to make good at his cost any damage to the Works, property of the Owner and/or any adjacent property, to the satisfaction of the Engineer-in-Charge. In case the contractor fails to do so within a reasonable time the Engineer-in-Charge shall get the same executed at the risk & cost of the contractor & deduct the same from his due payments.

CLAUSE.5.10: Site Security:

The Contractor shall be deemed to be in possession of the Works site and shall be responsible for its total security, and shall ensure that all materials, sheds, equipment, plant, tools, etc.; whether his own or belonging to any Sub-Contractor, are well protected.

- a) The Contractor shall at his own cost install and maintain sufficient security fences and gates and employ full time round-the-clock security personnel to prevent the Works site from and against the intrusion of the public or any other unauthorized persons or vehicles.
- b) Total security of the site, property, and materials shall be the sole responsibility of the Contractor. The presence of his consultants representatives, or the NU 's security personnel shall in no way relieve or absolve the Contractor of his responsibilities in ensuring the security and protection of the site and everything stored or lying thereon

CLAUSE.5.11: Warranty/Guarantee

The Contractor shall be responsible for the proper performance of the Work(s), including installations and systems, as specified under the Contract Documents.

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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.

A guarantee will be given by the Contractor for the complete installation of the Works including its functioning, replacement of parts etc. as specified under the Contract Documents.

The defect liability period will be 24 months for the project from taking over of the system by the University. However, beyond the Defect Liability Period(i.e. after completion of 24 months), if the manufacturer provides the warranty of the appliances for more than two years, in that case, the warranty/guaranty of the system will be valid as per the OEM practice.

All the Guarantees referred above shall commence from the date of Completion Certificate.

CLAUSE.5.12: Contractor's Responsibilities and Work Control

The Contractor shall have complete control of the Works and shall effectively and diligently control, direct and supervise his employees, supervisors, subordinates and Sub-Contractor(s) so as to ensure timely completion of the Works in order and in conformity with the Contract Documents. It shall be the sole responsibility of the Contractor for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work, whether carried out by the Contractor or any Sub-Contractor.

The Contractor shall provide adequate, qualified and experienced personnel for the proper superintendence and execution of the Works until completion. The category and strength of such personnel shall be determined by the Engineer-in-Charge, and such approved site organization strength shall be maintained by the Contractor at all times until completion of Work(s), and also during defects liability period and as may be decided by the Engineer-in-Charge.

The Contractor shall be responsible for the design, erection, operation, maintenance and removal of temporary structures and other facilities at his own cost during completion of the Works. Any approval sought, given or implied, regarding

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sufficiency, stability and safety of temporary staging and facilities, shall in any way not relieve the Contractor of his responsibility.

- a) The Contractor shall study all Contract Documents and promptly report to the Engineer-in-Charge any non-conformity, discrepancy, inconsistency or omission he may discover in the same. In the event of such discovery, the Contractor shall not proceed with the affected Works until he has received due corrections and clearances from the Engineer-in-Charge.
- b) The Contractor shall be deemed to have thoroughly studied and satisfied himself regarding Contract Documents and particularly all drawings before commencement of the Work(s). Should any discrepancy or error be discovered during execution of parts of the Work(s) necessitating demolition, repairs or reconstruction, all such remedial measures shall be carried out only with the approval of the Engineer-in-Charge and entirely at the cost of the Contractor. In such an event the Contractor shall neither claim any extra payment nor any extension of time for any delay caused by virtue of such demolition, repairs and reconstruction.

Any instructions given to the Contractor's supervisory staff by the Engineer-in-Charge shall be deemed to have been given to the Contractor. Instructions that involve any variations in design or specifications and which may have a bearing on time and cost shall be through a written Change Order by the Engineer-in-Charge and at rates agreed in writing prior to implementation

The Contractor shall at his own cost, obtain any permits or authorizations necessary for the execution of the Work and obtaining any permits or approvals for the works executed by him, from all concerned statutory and Owner Authorities/Authority's, including but not limited to Municipal bodies, Electrical Authority, Fire Service Authorities etc.,

The Contractor shall not be entitled to claim additional sums on account of having to work overtime in order to complete an operation that cannot be interrupted, for working in extended shifts / night shifts /holidays.

In the event the Contractor chooses to work overtime, in extended night shifts as and by way of overtime either by working extended/night shifts or morning or holidays in order to complete the Work(s) within the specified period or on holidays, he shall do so by obtaining prior written approval from the Engineer-in-Charge at

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least twenty-four hours in advance. The Contractor moreover shall ensure that in any of the above circumstances he maintains the full-agreed strength of his supervisory staff.

The Contractor shall take all necessary precautions to protect the site and Works, materials, plant and equipment, whether his own or belonging to the Owner or any Sub-Contractors, against hazards of fire, rains, floods, landslides, underground water, accidents, etc.

The Contractor shall not be permitted to replace nor remove his Project Manager/Project Engineer / Site Engineer etc. from the site without the prior written approval of the Engineer-in-Charge.

Submittals

- a) "Shop drawings" means those drawings or other documents, which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation and are submitted to the Owner to indicate the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.
- b) "Project data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the Contract.
- c) "Samples" are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- d) "Other submittals" includes progress schedules, setting drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Owner.

Schedules of Submittals

Promptly after contract award the Contractor shall submit to the Engineer-in-Charge the submittal schedule showing when shop drawings, product data or samples and

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other submittals required by and under the Tender Documents would be submitted for the approval of the Engineer-in-Charge.

Review and approval of submittals by Contractor

The Contractor shall co-ordinate and compile all submittals required by and under the Contract Documents, and thoroughly check them for accuracy, completeness, and compliance in accordance with contract requirements and shall indicate his approval thereon in the form required by the Contract Documents as evidence of such co-ordination and checking. Submittals to the Engineer-in-Charge without the approval of the Contractor shall be returned by the Engineer-in-Charge for resubmission. Submission of shop drawings, product data or samples shall constitute a representation that the Contractor has agreed to, asserted and guaranteed that the assemblies, products or materials indicated therein will be available in a timely manner and in the quantities required for the project as set out under the Contract Documents.

Submission

All submittals shall be in English language, and any system of dimensions (i.e.; English or metric) shown shall be consistent with that used in the Contract Documents. The Contractor shall submit all Submittals in the form and number required by the Contract Documents within required time limits and sufficiently in advance of construction requirements to permit adequate review by the Owner for correction, approval and resubmission if required. No extension of time shall be allowed on account of any delay by the Owner in approving such submittals, if the Contractor has failed to act promptly and responsively in making his submissions. Each submittal shall be identified as required by the Contract Documents.

Action on Submittals

The Engineer-in-Charge will indicate an approval or disapproval of the Submittals for and on behalf of the Owner requiring approval by the Owner and if not approved as submitted shall indicate the Owner's reasons thereof. Approval by the Engineer-in-Charge shall not relieve the Contractor from responsibility for any errors or omissions in his submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described by the Contractor and approved in accordance with "Variations in Submittals" Clause. The approval of the Engineer-in-Charge on the submittals will be for general compliance

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with the intent of the Contract Documents and with the information given therein, and shall not be construed

- a) As permitting any departure from the contract requirements
- b) As relieving the Contractor of responsibilities for any error including details, dimensions, materials, etc. and
- c) As approving departures from details appearing on Contract 'Drawings and Specifications.

Where approval of Submittals is required, the Contractor shall perform the Work in accordance with such approved Submittals. Any Work performed by the Contractor prior to such approval by the Engineer-in-Charge shall be at the sole risk and liability of the Contractor.

Variation in Submittals

If Submittals contain any variations from the contract requirements, other than those requested on previous submittals, the Contractor shall specifically describe such variations in writing and the reasons thereof to the Engineer-in-Charge. If the approval of any such variation affects the Contract Price or the Completion time of the Contract, the Engineer-in-Charge shall issue an appropriate Contract modification. Otherwise, the variation may be approved by the Engineer-in-Charge, only by specific reference thereto in writing. The Contractor shall not be entitled to rely on general approval of a submittal as an approval of variations of requirements of the Contractor. If the Contractor fails to describe such variations and shall not be relieved from the responsibilities of executing the Work in accordance with the contract, notwithstanding a general approval of such submittals. Nothing contained herein shall relieve the Contractor of the responsibility of notifying the Engineer-in-Charge of any part of the Contract Drawings or Specifications, which the Contractor knows or reasonably should have known which could result in defects under construction.

Use of submittals

The Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data and other submittals delivered under this contract.

Placement of Orders

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The Contractor shall place orders for items requiring a sample or product data submittal promptly after receiving the written approval of the submittal by the Engineer-in-Charge. No such materials or products shall be ordered or used in the Work until such written approval by the Engineer-in-Charge has been given. In the event such materials or products pre ordered or used in the Works without the written approval of the Engineer-in-Charge, the same shall be at the risks, consequences, liability and costs of the Contractor.

Use and testing of samples

a) Use:

Approved samples not destroyed in testing will be sent to Engineer-in-Charge. Those samples, which are in good condition, will be marked for identification and may be used in the Works. Materials and equipment incorporated in the Work shall match the approved samples within any specified tolerances. Other samples not destroyed in testing nor approved will be returned to the Contractor at the expense of the Contractor if so requested at the time of submission.

b) Failure of samples to pass specified tests:

Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material or equipment which previously has proved unsatisfactory in service.

c) Taking and testing of samples:

Samples of various materials or equipment delivered on the site or in place may be taken by the Engineer-in-Charge for additional testing by the Owner outside of those found not to have met contract requirements, unless the Engineer-in-Charge determines it to be in the Owner's interest to accept the non-conforming materials or equipment with an appropriate adjustment of the Contract Price/Value as determined by the Engineer-in-Charge.

d) Cost of additional testing:

Unless otherwise specified, when additional tests are made, only one test of each set of sample proposed for use will be made at the expense of the Contractor. Samples, which do not meet contract requirements, will be rejected. Further testing

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of additional samples, if required, will be made at the expense and costs of the Contractor.

CLAUSE.5.13:Co-operation with other contractors/specialized agencies/sub-contractors

- 1) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during execution, to have minimum execution time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all precautions to attendee by the environmental related restrictions imposed by Govt. of Bihar as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Bidders are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.
- 2) The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the

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work. The contractor shall indemnify the Owner against any claim(s) arising out of such disputes. The Contractor shall:

- 3) Allow use of scaffolding, toilets, sheds etc.
- 4) Properly co-ordinate their work with the work of other Contractors.
- 5) Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.
- 6) Provide electricity and water at mutually agreed rates.
- 7) Provide hoist and crane facilities for lifting material at mutually agreed rates.
- 8) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
- 9) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
- 10) Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.
- 11) The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, and firefighting, information technology, communication & electronics and any other services.
- 12) Other agencies will also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the Owner unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.
- 13) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work

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with that of the others in an acceptable and in a proper co -ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

CLAUSE.5.14 : Rates

- (A) The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of helmet and safety shoes, and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.
- (B) The rates quoted by the bidder, shall be firm and inclusive of all taxes and levies as applicable (including works contract tax and GST as per Clause 38). Labour cess applicable as per relevant Central/State laws will be deducted from every bill of the contractor and deposited to respective Government department. TDS for Income-tax and Works Contract tax as applicable will be deducted from contractors' bills and deposited to respective Government department. 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 the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. Effect of any tax due to new legislation shall be adjusted accordingly as per actual on production of documentary proofs of payment of such tax to concerned Government departments.
- (C) No foreign exchange shall be made available by the Owner for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work.

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No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

- (D) All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work, facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.
- (E) For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, notwithstanding the fact that the Contractor may have to pay extra amounts for any reason, to the laborers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.
- (F) All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.
- (G) Rate shall including of Liaison work required, if any, in this regard with the local bodies. Nothing extra shall be payable on this account. Statutory charges, fees etc. required to be paid to the local bodies in this

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connection shall only be payable by the Owner or shall be reimbursable to the contractor on production of proof of actual payment made by him.

- (H) It is clarified that the contractor shall be responsible for obtaining all No-objection certificate (NOCs) and relevant licenses for services like lift installation, electrical installation, fire installation and like. Nothing extra shall be payable on this account.

CLAUSE.5.15 : Inspection and rectification of Works

Access:

The Owner and their authorized agents and representatives shall at all times have access to the site and other locations where parts of the Work are under preparation.

Contractor tests:

The Contractor shall notify the Engineer-in-Charge well in advance, of tests and inspections to be carried out, and shall obtain his written approval wherever so stipulated before proceeding with the Works.

Inspections:

The Contractor shall maintain an adequate inspection system and perform such inspections from time to time as will ensure that the Work called for by this contract conforms to contract requirements and does not result in any deviation. The Contractor shall maintain complete inspection records and make them available to the Owner. All Work shall be conducted under the general direction of the Contractor and is subject to Owner's inspection and test at all places and at all reasonable times before final completion and acceptance with a view to ensure strict compliance with the terms and conditions of the contract.

Owner's inspections and tests:

Inspections and tests conducted by or on behalf of the Owner are for the sole benefit of the Owner and do not: -

- (A) Relieve the Contractor of responsibility for providing adequate quality control measures,
- (B) Relieve the Contractor of responsibility for damage to or loss of the material before final completion and acceptance of the Work;
- (C) Constitute or imply acceptance. Or.

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- (D) Affect the continuing rights of the Owner after acceptance of completed Work.

Owner inspectors:

The presence or absence of an Owner's inspector does not relieve the Contractor from any of the obligations under the contract nor is the inspector authorized to change any term or condition of the contract.

Performance of inspections and tests:

The Contractor shall promptly furnish, without an additional charge all facilities, labour, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Engineer-in-Charge as per the terms of the Contract. The Owner may charge to the Contractor any additional cost of inspection or testing when work is not ready at the time specified by the Contractor for inspection or testing, when prior rejection makes re inspection or retesting necessary. The Owner shall perform all its inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the Contract Documents.

The Contractor shall be solely responsible for the protection of all finished surfaces and Works so as to avoid any repairs and shall deliver to the Owner upon final completion the Works free of any blemish, defect or damage.

- (E) In addition to the provisions of relevant clauses of the contract, the work shall also be open to inspection by the other agency as and when required by NU in addition of the Engineer-in-charge and his authorized representative. The contractor shall at times during the usual working hours and at all times at which reasonable notices of the intention of the Engineer-in-charge to visit the works shall have been given to the contractor, either himself be present to receive the orders and instructions or have a responsible representative duly accredited in writing, to be present for that purpose.

- (F) Inspection of the work by Architect Consultants appointed by the NU.

(i)The Architect Consultants appointed by NU shall be inspecting the works frequently to ensure that the works are in general being executed according to the design, drawings and specifications laid down in the contract.

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(ii) The Architect Consultants appointed by NU shall certify on completion of particular building that it has been constructed according to the approved drawings design and specifications.

CLAUSE.5.16 : Rejected Work

The Architect Consultants and/or Engineer-in-Charge/or Owner shall be authorized to reject any Work, which in their/his opinion is not in conformity to the specifications set out in the Contract Documents. The decision of the Architect Consultants /Engineer-in-Charge in this regard shall be final and binding on the Contractor.

Defective Work whether caused due to poor workmanship, use of sub-standard materials, or on account of damage or for any other reason whatsoever, whether caused by the Contractor and/or the Sub-Contractor may be rejected by the Architect Consultants/Engineer-in-Charge and shall be demolished by the Contractor and removed promptly from the site and replaced or re-executed expeditiously by the Contractor at his own cost. The Owner, Architect Consultants and the Engineer-in-Charge shall in no event be responsible to bear any costs/liability arising on account of such defective workmanship.

If in the opinion of the Engineer-in-Charge/ Architect Consultants, it is not expedient nor feasible to correct the defective Work, the Owner shall be entitled to deduct from monies due to the Contractor, the difference in value between the executed Work and that required under the Contract, such amount of which shall be determined by the Engineer-in-Charge in due consultation with the Owner.

Clause.5.17 : On Account Payment of Interim Bills

For equipment and container supply:

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

S	Stage of Work	Machinery & Equipment	All other Items

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1	After initial inspection(Wherever specified) & delivery at site in good condition on pro rata basis	80%	70%
2	On completion of Pro-rata Installation	10%	20%
3	On commissioning and completion of Successful running of observation period 30 days	5%	5%
4	On completion of major Seasonal Test	5%	5%

The Owner shall release 75% of the value of the interim bill submitted by the contractor immediately on adhoc basis on preliminary scrutiny of the bill by Engineer-in-charge. Such adhoc payment shall be regarded as the advance payments against the submitted bill. The balance amount shall be released within 15 (Fifteen) working days after the verification in detail by the Engineer-in-charge and/OR the **Project Management Consultants (PMC)** for which the Contractor shall provide assistance to the Engineer-in-charge in accordance with their direction. All payment will be subject to statutory or permissible deductions to be made by the Owner prior to the release of the amount to the Contractor.

Each bill shall be accompanied by the following documents.

Measurements and quantities of items of Work done since last bill.

Physical Progress Report along with relevant Photographs.

Copies of quality control tests in specified format covering the Work done since last bill.

Copies of Material Bills for equipment's and items procured at site after initial inspecting and approval from Engineer In Charge.

Copies of instructions recorded in the site instruction book containing the instructions and compliance made thereof, covering the Work done since last bill.

For raw maetrial supply on Monthly **basisi** – **As per the supply quantity measurement** certified by University representative with requisite quality, and rate(s) as quoted and accepted by the University through order/LoA/Agreement based on this RFP.

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The Owner shall release 75% of the value of the interim bill submitted by the contractor immediately on adhoc basis on preliminary scrutiny of the bill by Engineer-in-charge. Such adhoc payment shall be regarded as the advance payments against the submitted bill. The balance amount shall be released within 15 (Fifteen) working days after the verification in detail by the Engineer-in-charge and/OR part appointed by him. All payment will be subject to statutory or permissible deductions to be made by the Owner prior to the release of the amount to the Contractor.

Each bill shall be accompanied by the following documents.

Measurements and quantities of items of Work done since last bill.

Physical Progress Report along with relevant Photographs.

Copies of quality control tests in specified format covering the Work done since last bill.

Copies of Material Bills for equipment's and items procured at site after initial inspecting and approval from Engineer In Charge.

Copies of instructions recorded in the site instruction book containing the instructions and compliance made thereof, covering the Work done since last bill.

The payment of the O&M part shall be made on monthly basis and as per the actual supply with impact of the penalty, If any.

Clause.5.18: Payment of Final Bill

On the intimation to the Engineer-in-charge by the contractor for the completion of the work, the Engineer-in-charge shall arrange for the inspection of works by his representative, PMC and the Architect Consultants. Upon the inspection of works Engineer-in-charge will hand over a list showing the defects in works, if there are any, to the contractor. The final Bill shall not be paid till all such defects are not rectified to the entire satisfaction of the Engineer-in-charge.

The final bill shall be accompanied by:

All-technical documents on the basis of which the Work was carried out.

1. As-built drawings. Three sets of construction and installation drawings for all Works, and Site development, showing therein modifications, corrections and additions signed and confirmed by the Engineer-in-Charge to be "as built" drawings. The entire documentation shall be submitted in Compact Discs (CD), using latest version of AUTOCAD software.
2. Completion certificates for embedded and covered-up Works issued by the Engineer-in-Charge.
3. Certificates for tests carried out for various items of Work.

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4. Manufacture's operating and maintenance manuals as well as guarantee/warranty papers, commissioning and handing over reports for whatever equipment/Materials installed.
5. Security Deposit of 2.5% (Two Decimal Five per cent) of the Contract Value in the form of bank guarantee valid for a Defect liability period from the date of certificate.

CLAUSE.5.19 : Limit of price Adjustment

Provided that, in determining all such price adjustment in accordance with the aforesaid sub-clauses:

- (a) No account will be taken of any amount by which any cost incurred by the contractor has been increased by default or negligence of the contractor.
- (b) If the contractor fails to complete the work within time for completion, increase or decrease of cost of specified materials shall be made using either the indices or prices relating to prescribed time for completion, or the current indices or prices, relating to prescribed time for completion, or the current indices or prices, whichever is more favourable to the Owner, provided that if an extension of time is granted, the above position shall apply to the adjustment made after expiry of such extension of time.
- (c) On completion of the works and before final payment the contractor shall give a certificate that he has made full and complete disclosure to the Engineer-in-Charge of every increase or decrease in price obtained by him on materials affected by this clause.

CLAUSE.5.20 : Exemption from price Adjustment

The following items shall not be included in the price adjustment calculation:

- (A) Liquidated damages:
- (B) Retention withheld and released:
- (C) Advance payments in the form of loans and their repayments:
- (D) The value of any additional or varied work valued at current prices:

CLAUSE.5.21: Specifications

In the case of any class of work for which there is no such specifications as referred to in detailed specification, such work shall be carried out in accordance with the

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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 MNRE/ C.P.W.D. /District/ state P.W.D. / 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. Specifications for a type of work are not covered by the detailed specifications/State P.W.D. specifications/I.S.I specifications or particular specifications, the same shall be decided by the engineer-in-charge and shall be binding on the contractor.

The engineer-in-charge shall have the power to insist upon the contractor to purchase and use such materials of particular approved make which may in this opinion be necessary for proper and reasonable compliance with the specifications and execution of work.

In the event of any variation/discrepancy in the drawings, specification and tender documents, the decision of the Engineer In charge shall be final, binding and conclusive on the contractor.

- (A) As required by the Engineer-in-charge, the contractor shall provide all facilities at site or at manufactures work or an approved laboratory for testing of materials and/or workmanship, all the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall when required to do so by the engineer-in-charge submit that the materials have been tested in accordance with requirements of the specifications.
- (B) Neither the confirmation by the engineer-in-charge not to test the materials nor the production of manufacturer(s) certificate etc. as aforesaid shall affect the right of the engineer-in-charge to reject, after delivery; the materials found not in accordance with the specifications.

CLAUSE.5.24: Quality Assurance

- (A) The proposed project is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T & P and other equipment to execute the work.

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- (B) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

In addition to the supervision of work by project management consultants, the Architect Consultants appointed by the NU shall also be carrying out regular and periodic inspection of the on-going activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by engineer in charge to the contractor. Upon receipt of instructions from Engineer in Charge these are also to be made good by necessary improvement, rectification, replacement up to his complete satisfaction. Special attention shall be paid towards line and level of internal and external finishing, water tight pipe linings, etc. to achieve an Institution of International standards and up keeping of quality assurance shall be of paramount importance, as such.

- (C) The Contractor shall submit, within 20 days after the date of award of work, a detailed and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the Specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in-Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in- Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.
- (D) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is,

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however, subject to documentary evidence produced by the contactor for non-availability of the brand specified and also subject to independent verification by the Engineer-in-Charge. In exceptional cases, where such approval is required, the decision of Engineer-in-Charge as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after written approval of the Engineer-in-Charge. All materials shall be got checked by the Engineer-in-Charge or his authorized supervisory staff on receipt of the same at site before use.

- (E) The tests, as necessary, shall be conducted in the laboratory approved by the Engineer-in- Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the Engineer-in-Charge or his authorized representative.
- (F) The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the engineer-in-Charge, at such time and to such places, as directed by the Engineer-in- Charge. Nothing extra shall be payable for the above.
- (G) The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorized representative shall remain in contact with the Engineer-in-Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.
- (H) The contractor shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

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- (I) The Contractor shall maintain all the work in good condition till the completion of entire work. The Contractor shall be responsible for and shall make good, all damages and repairs, rendered necessary due to fire, rain, traffic, floods or any other causes. The Engineer-in- Charge shall not be responsible for any claims for injuries to person/workmen or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Contractor or of any other of his representatives, in his employment during the execution of the work. The compensation, if any, shall be paid directly to the Department / authority / persons concerned, by the Contractor at his own cost.

CLAUSE.5.25: Special Conditions –

GENERAL

1. PAYMENT TERMS:

Payment against supply of equipment's items shall be regulated as given below:

Monthly basis as per the measurement

For Raw Material Supply: Monthly Basis as per the supplied quantity and receipt of bill as per the verified report on quantity and quality.

2. ASSOCIATED CIVIL WORKS

Included No extra payment / claim shall be made on this account.

3. CO-ORDINATION WITH OTHER WORKS

The Contractor during the execution of the Works shall co-ordinate with other Works, and other Agencies associated with the Project and shall work in harmony with them without causing any hindrance or obstruction or impeding the progress of their work in any way. Shafts/cut-outs (sizes) confirmation that specified can be accommodated within the available size of shafts etc.

In respect of the work of other Services and Agencies, where the commencement or progress of such work of any other Service, or Agency is dependent upon the completion of particular portions of the

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Contractor's Works or generally upon the Contractor maintaining progress in accordance with the approved co-ordinate construction programmed, it shall be the responsibility of the Contractor to complete such portions and maintain such progress.

Should any differences arise between the Contractor and the other Works, and Agencies, these shall immediately be brought to the attention of the Construction Manager/Consultants who after reviewing the matters causing the differences will give his decision which shall be final and binding on the Contractor.

4. CO-ORDINATION WITH FIRE PROTECTION SYSTEM WORKS

Co-ordinate and hand shake with the agency handling Operation and maintenance of the Biogas Plant, Gas Generation including collecting all relevant information regarding contracts etc. for the operation condition of CHP under fire conditions.

5. CO-ORDINATION WITH CIVIL WORKS

To prepare detailed shop/ working drawings for related works in accordance with the civil construction drawings.

6. CO-ORDINATION WITH HVAC, ELECTRICAL, PHE WORKS

To co-ordinate all relevant information regarding power and exact location of panels.

7. CO-ORDINATION WITH BUILDING AUTOMATION AND SECURITY SYSTEM WORKS

To co-ordinate & provide all the relevant information to the Building Automation and Security System Works.

8. PROJECT EXECUTION AND MANAGEMENT

The Contractor shall ensure that senior planning and erection personnel from his organization are assigned exclusively for this project. The Contractor shall appoint one Project Manager holding senior management position in the organization. He shall be assisted on full time basis by a minimum of two mechanical & electrical engineer & three senior supervisors. The entire staff shall be posted at site on full time basis. Separate ID card to be given by the Contractor to each worker working on site.

The project management shall be through modern technique. The Contractor's office at site shall be fully equipped with fax, computers & plotter and shall prepare proper bar chart and completion schedules to be submitted & ensure timely completion. Erection engineer and supervisors shall be provided with mobile communication system so that they can always be reached.

9. COMPLETION (AS BUILT) DRAWINGS

Upon completion of the work and before issuance of certificate of virtual completion the contractor shall submit to the Owner's site representative four sets of layout drawings in progressive manner for individual systems drawn at approved scale indicating the complete system as installed. Drawings shall be prepared on AUTO-CAD (latest version). Along with the hard copies, the contractor shall submit copies of all drawings on CD and one set of all drawings on Rich Text Format shall also be submitted. These drawings must provide:

10. POWER & WATER FOR CONSTRUCTION AND OTHER PURPOSES

Contractor has to make his own arrangement for water and power required during construction at his own cost.

Contractor will arrange for Power back up through DG set in case power from electricity board is not available / supplied. All expenses pertaining to operating and running of DG Set will be borne by the contractor.

3 INITIAL INSPECTION AT SITE

3.1 Electric Motors

Electric motors should be of specified make, manufacturer's test certificate for electric motor shall be furnished.

- i) It should be checked that the same is as per makes specified in contract.
- ii) Dimensions including weight shall be checked for pipes against the requirements of contract.
- iii) Manufacturer's test certificates for valves for testing of pressure withstand.
- i) Physical verification for thickness and make should be made as per contract before application of insulation.

Note: Accuracy of testing instruments shall be as mentioned in the final inspection procedure.

11. SAFETY:

The safety conditions shall not be regarded as exhaustive. These have been issued for the guidance of the Contractor and will not in any way absolve the Contractor from any such obligations or liabilities he might incur or transfer such obligations or liabilities to the Owner.

- a) The Contractor shall obtain a Work Permit from the Engineer in Charge before starting any work on site. The work permit is issued to prevent contractors working in unauthorized areas and will be valid for specific

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area for a limited period as mentioned on the permit. Contractor shall duly return the work permit after the completion of the job or on expiry of the permit.

- b) Extra care need to be taken for jobs being carried out after normal working hours with due revalidated work permit.
- c) Head and eye protection and safety equipment are to be worn at all times as per job requirements.
- d) The Contractor shall remove all the waste material and rubbish from and around the work site and leave the job thoroughly cleaned up, ready for use. No combustible material is to be stored on or near any source of heat, and before leaving the work place contractors employees should ensure that nothing is left which could start a fire. Contractor shall indemnify Owner from any and all claims, damages or penalties and will remain liable for the losses caused to Owner as result of Contractors non-compliance of the said requirements.
- e) All precautions necessary for not only for the safe working of the contractors workmen at site shall be taken by the contractor, but he shall also deploy all precautions to safeguard existing structures, equipment and persons of other agencies in and around the job site

12. TEST CERTIFICATES

The contractor shall submit test certificates for all the equipment and system installed Type tests shall be carried out as per relevant standards mentioned in technical specifications. For other items, such test certificates issued by Government recognized inspection office certifying that all equipment, materials, construction and functions are in compliance with the requirements of these specifications and accepted standards of BIS/International standards.

13. PERFORMANCE GUARANTEE

The contractor shall carry out the work in accordance with the Drawings, Specifications, Schedule of Quantities and other documents forming part of the Contract.

The contractor shall be fully responsible for the performance of the selected equipment (installed by him) at the specified parameters and for the efficiency of the installation to deliver the required end result.

14. UPTIME GUARANTEE

The contractor shall guarantee for the installed system an uptime of 98%. In case of shortfall in any month during the defects liability period, the Defects Liability period shall get extended by a month for every month having shortfall. In case of shortfall beyond the defects liability period, the contract for Operation and Maintenance shall get extended by a month for every month having the shortfall and no reimbursement shall be made for the extended period.

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The Contractor shall provide log in the form of diskettes and bound printed comprehensive log book containing tables for daily record of all temperatures, pressures, humidity, power consumption. starting and stopping times for various equipment, daily services rendered for the system alarms, maintenance and record of unusual observations etc. Contractor shall also submit preventive maintenance schedule.

Each tenderer shall submit along with the tender, a detailed operation assistance proposal for the Owner's site representatives/Consultant's review. This shall include the type of service planned to be offered during Defects Liability Period and beyond. The operation assistance proposal shall give the details of the proposed monthly reports to the Management. The tenderer shall include a list of other projects where such an Operation Assistance has been provided.

15. MAINTENANCE AND OPERATION DURING DEFECTS LIABILITY PERIOD

Defect liability period: 24 Months,
Supply of Raw Material : 5 Years,

Contractor is responsible to provide a comprehensive Operation and maintenance for the system installed and commissioned by him for a minimum of **Five (5) years** and is covered under this defect liability period. The defect liability period shall start from the **Date of Taking over** of the system by the University. Contractor shall take actions as described below but not limited to:

1. Complaints

The Contractor shall receive calls for any and all problems experienced in the operation of the system under this contract, attend to these within 2 hours of receiving the complaints and shall take steps to immediately correct any deficiencies that may exist. Corrective actions to problem experienced, if takes longer time, shall be complied 100% by during next business hours.

2. Repairs

All equipment that requires repairing shall be immediately serviced and repaired. Since the period of Mechanical Maintenance runs concurrently with the defects liability period, all replacement parts and labour shall be supplied promptly free-of-charge to the Owner.

3. Log Book

The contractor shall provide four (4) copies of bound printed comprehensive log book containing tables for daily record of all temperature pressures, humidity, power consumption, starting and stopping times for various equipment, and record of unusual observations.

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This log book shall contain pages for one year's records of above observations.

- a) Operation contract
 - i) 24 hours a day, year round for full load
 - ii) All stand-by equipment to be operated as per mutually agreed program.
 - iii) Proper entry and upkeep of relevant log books.
 - iv) Maintain complaints register. Submit weekly report.
 - v) Proper housekeeping of all areas under the contract.
- b) All Inclusive Maintenance Contract
 - i) Scope.

The AMC shall cover all the items installed by the contractor including but not limited to replacement of all hot water piping, valves, fittings, filters, oil etc.
 - ii) Routine Preventive Maintenance Schedule to be submitted
 - Schedule to cover manufacturer's recommendation and/or common engineering practice (for all plant and machinery under contract).
 - Plant and machinery history card giving full details of equipment and frequency of checks and overhaul.
 - Monthly status report.
- c) Uptime during maintenance contract
 - i) 99% uptime of all systems under contract.
 - ii) Up time shall be assessed every month and in case of shortfall during any month the contract shall be extended by a month.
 - iii) There shall be no reimbursement for the extended period.
 - iv) Break-downs shall be attended to within ten hours of reporting.
- d) Manpower
 - i) Adequate number of persons to the satisfaction of the Owner's site representative shall be provided including relievers.
 - ii) Statutory requirements of EPF, ESIC and other applicable labour legislations to be complied with; and monthly certification to that effect to be submitted.
 - iii) Duty allocation and Roaster control shall be contractor's responsibility.
 - iv) No overtime shall be payable by Owner for any reason whatsoever.
- e) Shut Downs
 - i) Routine shut downs shall be permitted only as allowed by the Chief Engineer.
 - ii) Contractor shall be at liberty to carry out routine maintenance as and when required but with prior permission of the Owner.

16. DISPUTE IN MODE OF MEASUREMENT

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Where Works have to be measured for any purpose whatsoever, it shall be in accordance with item specifications as per relevant Indian Standards unless otherwise specifically indicated in the Contract Specifications. All measurements will be recorded in metric units only. In case of absence of mode of measurement of any item not covered by both the methods mentioned above, the Engineer-in- Charge's decision shall be final and binding. The required number of bills, measurement sheets, registers, bill forms, level/field books, materials/ account registers, testing registers, site order books and any other stationary item pertaining to this contract shall be printed and provided for by the contractor, at his own cost in the format prescribed and approved by the Engineer-in-Charge in writing.

17. WARRANTIES AND GUARANTEES

All manufacturers' warranties & guaranties for the equipment supplied by the contractor shall be passed on to the owner.

18. MEASUREMENTS

The Engineer-in-Charge shall, except as otherwise stated ascertain and determine by measurement the value of **Work done and supplied material of the requisite quality**, in accordance with the Contract and as per actual Work done. The Engineer-in-Charge shall, when he requires any part or parts of the Works to be measured, give notices to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer-in-Charge in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such representative then the measurement made by the Engineer- in-Charge shall be taken to be the correct measurement of the Work. For all measurements, figured dimensions given in the drawings shall be followed. Measurement of all hidden items shall be carried out by the Engineer-in-Charge. The Contractor or his representative who attends may at the time of measurement take such notes and measurements as he may desire.

Where Works have to be measured for any purpose whatsoever, it shall be in accordance with item specifications as per relevant Indian Standards unless otherwise specifically indicated in the Contract Specifications. All measurements will be recorded in metric units only. In case of absence of mode of measurement of any item not covered by both the methods mentioned above, the Engineer-in- Charge's decision shall be final and binding. The required number of bills, registers, bill forms, level/field books, materials/ account registers, testing registers, site order books and any other stationary item pertaining to this contract shall be printed and provided for by the contractor, at his own cost in the format prescribed and approved by the Engineer-in-Charge in writing.

19. CONTRACTOR PERSONNEL AT SITE:

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List of persons employed by Contractor for the subject work mentioning their residential address shall be submitted to Nalanda University. In case of any revision, the same shall be informed to NU from time-to-time. The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified NU against all losses, damage and claims arising thereof.

Within the Nalanda University premises, the Contractor's personnel shall not do any private work other than their normal duties.

The contractor may also be required to provide photo passes to the personnel required by him, for security and safety reasons and furnish the details of the same when asked for.

Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to Nalanda University shall be recovered from the immediate bill of the Contractor.

Contractor shall provide all necessary tools and tackles, equipment's, safety belt, wheel burrow, scaffolding, ladders, drilling m/c & safety equipment etc. required to carry out job at his cost and material used by Contractor shall be of standard make and approval of Engineer-In-Charge shall be taken for the same.

Engineer In-charge also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if his behavior/ performance is not up to the mark and/or found indulging in unlawful activities, Contractor shall immediately comply with such instructions.

It will be the responsibility of contractor's engineer to ensure that their personnel behave in a proper manner and behavior and not to undergo the argument with the employees. It will be the responsibility of the Contractor's Engineer to deal with such complaints or co- ordinate with the University Engineer.

CLAUSE.5.26: Site Store :

The site store of the Contractor shall be verified at the end of every month by the concerned University's officials certifying the level of minimum inventory, as specified. The Contractor is required to replace the defective equipment within 12 hours of its failure. A monthly breakdown report shall be submitted to the owner.

CLAUSE 5.27 : Inspection:

Bidder/manufacturer shall indicate the various specified sources of the items being procured. Type of checks, quantum of checks and acceptance norms shall be intimated and random test and check results should be made available for inspection whenever so desired.

CLAUSE 5.30 : Fake Inspection Call :

In case of fake inspection call announced by the inspecting officer or University's authority, a penalty of Rs. 25000/- against Contractor shall be imposed and such amount shall be deducted from the running bill of the contractor.

CLAUSE.5.31 : Commercial and Additional Conditions

1. CONFORMITY WITH STATUTORY ACTS, RULES, STANDARDS AND CODES

i) All components shall conform to relevant Indian Standard Specifications, wherever existing, amended to date. A list of such standards is appended in Appendix `B`

ii) All works shall conform to National Building code as well as relevant BIS codes.

iii) All electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended to date. They shall also conform to CPWD General Specifications for Electrical works, Part-I: Internal, 2013 and Part-II: External, 1994 and Part IV (Sub-station), 2013, as amended to date.

iv) All components shall conform to Energy Conservation Building Code 2007 of India as amended or revised up to date.

2 SAFETY CODES AND LABOUR REGULATIONS

i) All the safety procedures outlined in the safety codes listed in Appendix `C` of CPWD HVAC SPECIFICATIONS 2017 shall be complied with.

ii) In respect of all labour employed directly or indirectly on the work for the performance of the air conditioning contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act,

workman's compensation act, CPWD code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty as provided in the labour laws/ GCC for each violation. In addition the Engineer-in-charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

iii) The contractor shall provide necessary barriers, warning signals and other safety measures while laying pipelines, ducts cables etc. or wherever necessary so as to avoid accident. He shall also indemnify NU against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The

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university shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

SLA (Service

Level Agreement) during comprehensive AMC period:

- Contractor shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment covered under the NIT.

SCOPE OF SLA:

The Defect liability period of the all the equipment is 24 months after completion of execution of SITC job and final taking over by the University.

The contractor has to attend all the faults during operation period/services. In case of any defect shall be attended and replacement of the equipment shall be performed during the Defect Liability Period. No any extra cost shall be bear by the University during the DLP for the replacement of the equipment.

The safety measures shall be taken care by the contractor to ensure the safety of human and equipment.

The contractor has to make payment as per the minimum wage rule as per the applicable category and area on monthly basis, and the proof shall be submitted along with the bill invoice.

The contractor will submit the details with a copy of the qualifications, Experience proof, identity proof and police verification report to the University. In case of any changes in the deployment of the manpower staff at site minimum one week of common period shall be maintained by the contractor under intimation of the reporting officer of the University. The engineer must be experienced and well conversant of the operating and maintenance procedure.

The University reserve right to expel or recommend to the contractor to remove the particular or all deployed staff on the observation of any malpractice, illegal involvement. Unsatisfactory works, unsatisfactory and miss-behaviours, delay in response and unethical practise. The contractor shall be bounded to replace the staff in such cases.

The University will not be responsible for any case or illegal involvement, compliance of the labour court/University's, accidental support/claim or any. The contractor will be solely responsible for all the affairs related to the deployed manpower at the site. If any technician or helper will be absent during the concerned shift, then INR 1000/- per shift per Technician and INR 800/ per shift per helper shall be recovered.

If any recovery amount (either due to deduction in manpower and its compliance or due to defect liability of material) exceed than the AMC amount, then same amount shall be recovered from the security deposited with the University. The maximum allowable time for the replacement of the appliances will be 48 Hours. However, meanwhile the makeshift arrangement shall be made by the contractor and no any extra payment shall be made.

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In the compelling circumstances, if required then the University may also replace the damaged material and recovery shall be made from the AMC and if required then from the Security deposited with NU and even after this the expenditure exceeds then contractor has deposited the balance amount. In case of non-responsive event from the contractor, the University may debarred or blacklist to the contractor. During the handing over of the system, the address of the local and central service & repair centre shall be provided by the contractor.

SLA Duration

Timings : 24x7

Period : Five years (from the date of successful commissioning and Acceptance of equipment's)

SLA Matrix

The Contractor shall provide facility management services as per SLA matrix given below:

Sl. No	Severity Level	Equipment's/Items	Permitted Down Times	Response Time
1	Level 0	Tractor and Tipper	0 Hrs (i.e. No Down Time Allowed)	Zero Hours, Effective Down Time.
2	Level 1	3 Days stock of Bio Feed Raw Material required for the generation of 2400SCM Biogas per day.	1 days permitted, Minimum 3 Days stock shall always be available.	Within 1 Day, Penalty @ 2 times of raw feed cost, the raw feed requirement shall taken from the University or from the agency handling O&M of Biogas with due permission of owner/NU.
4	Level2	Healthy Manpower, Machineries as per the University requirement.	(i) Vehicle Deployed for the collection	(ii)Penalty per @ RS 250/- hours per machine/ motor

Biogas Requirement:

~~1st Year 110NCUM x 24 Hours x 365 days Expected 75% requirement~~

~~2nd Year Onwards: 110 NCUM x 24 Hours x 365 Days~~

~~The gas supplier will take re confirmation on the gas as per the actual.~~

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Sr. No	Availability (on Monthly Basis)	Non- performance deduction in each case
1.	99% or above	No deduction
2.	Less than 99% up to 95%	5% of the annual Maintenance contract value for the month excluding taxes.
3.	Less than 95% upto 90%	10% of the annual maintenance contract value for the month excluding taxes.
4.	Less than 90%	15% of the annual maintenance contract value for the month excluding taxes on Pro rata basis.

Tie up with OEM/ Manufacture

The Contractor should have back-to-back arrangements with farmers, hose holds , residents, dairy owner, Cattle's owners, co-operation societies, OEM/Manufacturer for raw material supply and warranty of the equipment's during the Defect Liability Period.

SERVICE LEVEL AGREEMENT FORMAT

THIS AGREEMENT is made on

[Month, day, year]

BETWEEN

1. **Nalanda University** to be called (the "Buyer"); and
2. **[_____]** of (the "Service Provider"),

collectively referred to as the "Parties". **RECITALS**

The Buyer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Buyer on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Service Provider shall provide the following services ("Services") to the Buyer in accordance with the terms and conditions of this Agreement:

- a) Operation contract
 - i) 24 hours a day, year round ~~during working office hours~~ for full load of **2400 NCUM digester as per municipal waste collection rule and Govt mandate.**
 - ii) ~~All stand-by equipment to be operated as per mutually agreed program.~~

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- iii) Proper entry and upkeep of relevant log books.
- iv) Maintain complaints register. Submit weekly report.
- v) Proper housekeeping of all areas under the contract to **maintain the clear and decorum of the campus.**

b) All Inclusive Maintenance Contract

iii) Scope. **[as per TENDER]**

~~As per the tender, The AMC shall cover all the items installed by the contractor including but not limited to replacement of all pumps, machinery, piping, valves, fittings, filters, oil etc.~~

iv) ~~Routine Preventive Maintenance Schedule to be submitted~~

- ~~• Schedule to cover manufacturer's recommendation and/or common engineering practice (for all plant and machinery under contract).~~
- ~~• Plant and machinery history card giving full details of equipment and frequency of checks and overhaul.~~
- ~~• Monthly status report.~~

c) Uptime during contract

- v) 99% uptime of all systems under contract.
- vi) Up time shall be assessed every month and in case of shortfall during any month the contract shall be extended by a month.
- vii) ~~There shall be no reimbursement for the extended period.~~
- viii) ~~Break downs shall be attended to within ten hours of reporting.~~

d) Manpower

- v) Adequate number of persons to the satisfaction of the Owner's site representative shall be provided including relievers.
- vi) Statutory requirements of EPF, ESIC and other applicable labour legislations to be complied with; and monthly certification to that effect to be submitted.
- vii) Duty allocation and Roaster control shall be contractor's responsibility.
- viii) No overtime shall be payable by Owner for any reason whatsoever.

e) ~~Shut Downs~~

- iii) ~~Routine shut downs shall be permitted only as allowed by the Chief Engineer.~~
- iv) ~~Contractor shall be at liberty to carry out routine maintenance as and when required but with prior permission of the Owner.~~

1.2 Delivery of the Services

- a. **Start date:** The Service Provider shall commence the provision of the Services from the **date of taking over of the installation by the University.**
- b. **Completion date:** The Service Provider shall complete/cease to provide the Services **by the end of Five years from the date of taking over of the installation by the University**

1.3 Site

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The Service Provider shall provide the Services at the following site(s):
Nalanda University Permanent Campus Site, Rajgir

1.4 Price

- a. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services for the defect liability period is included in the tender cost.
- b. The Buyer shall not pay for any of the Service Provider's out-of-pocket expenses as it shall be all considered in the above mentioned price. The price shall be inclusive of all taxes, duties, GST, approval costs etc required by the bidder to render the services effectively for the contract.

1.5 Payment

- a. The method of payment of the Price by the Buyer to the Service Provider shall be by:
 - i. Cheque
- b. Any charges payable under this Agreement are inclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Buyer under this Agreement and such shall be payable by the Buyer to the Service Provider in addition to all other charges payable hereunder.

2. General terms

2.1 Intellectual Property Rights

The Service Provider agrees to grant to the Buyer a non-exclusive, irrevocable, royalty free licence to use, copy and modify any elements of the Material not specifically created for the Buyer as part of the Services. In respect of the Material specifically created for the Buyer as part of the Services, the Service Provider assigns the full title guarantee to the Buyer and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Service Provider and the Buyer. For the purposes of this Clause 2.1, "Material" shall mean the materials, in whatever form, used by the Service Provider to provide the Services and the products, systems, programs or processes, in whatever form, produced by the Service Provider pursuant to this Agreement.

2.2 Warranty

- a. The Service Provider represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and

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- ii. the Services and the Materials provided by the Service Provider to the Buyer under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.3 Limitation of liability

- a. Subject to the Buyer's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price.
- b. Nothing in this Clause 2.3 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.4 Term and Termination

- a. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.4(b), until the Completion Date.
- b. Either Party may terminate this Agreement upon notice in writing if:
 - i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
- c. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.5 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2.6 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a

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confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.7 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, registered post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- a. Registered Post, 2 days from the date of posting;
- b. hand or by facsimile transmission, on the date of such delivery or transmission; and
- c. electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

2.8 Miscellaneous

- a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- b. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- c. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.
- d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.
- e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.
- f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.
- g. This Clause 2.8(g) and Clauses 2.3, 2.5, 2.6, 2.7 and 2.8 of this Agreement shall survive any termination or expiration.

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- h. This Agreement shall be governed by the laws of the jurisdiction in which the Buyer is located (or if the Buyer is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

Additional clauses

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by)

for and on behalf of)

[the Buyer])

SIGNED by)

for and on behalf of)

[the Service Provider])

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the CPWD Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of CPWD.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked

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8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the CPWD or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the University and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Form H CHECK LIST FOR BIDDER			
Sr.No.	Check Item	Yes/No	No of Pages
Stage 1			
	Received and studied the following documents		
	Main Tender Document including the NIT, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Tender Forms & Formats in the soft copy .pdf form containing a total number of -----		

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	pages excluding the cover page		
	Bill of Quantities in the. xlsx format containing Work sheets in one workbook. The last row number with relevant data in various sheets in the work book are		
	Total number of tender drawings received and studied are -----		
	Cover letter is complete on the company letterhead and signed by the authorized signatory and stamped with company seal.		
	The tender being filled is in total compliance with the terms specified and there is no assumption of any special condition in addition to what has been specified in the tender documents by the owners		
Envelope 1: Earnest Money and E Tender Form fee			
	EMD for the total amount		
	Demand Draft for E-Tender Form Fee		
	Envelope marked as Envelope 1 on Top and titled as "Earnest Money and E Tender Form fee"		
	Envelop 1 is sealed and signed		
	Scanned copy of the EMD and Tender Form fees uploaded on the e-tendering portal		

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	Envelope 2 will contain the following documents in two separate envelopes 2A, & 2B and will be titled "Eligibility Documents"		
	Envelope 2: Technical Tender		
	Envelope 2A : Technical Eligibility Documents		
	<p>The design presentations, technical solutions, compliance of the technical specification as published with this RFP, NO Deviation Certificate, Copies of certificates of work experience and other prequalifying documents as specified in the NIT shall be deposited in a sealed Envelope 2A.</p> <p>NECESSARY AFFIDAVIT: Blacklisting affidavit as per GENERAL GUIDELINES TO THE BIDDERS CLAUSE NO 1.6, 1.8, Litigation history as per GENERAL GUIDELINES TO THE BIDDERS CLAUSE NO 1.5 TO 1.8, Site visit Affidavit, Integrity pact ETC..</p> <p>Documents certified by a chartered accountant in support of Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year has been submitted and the average annual financial turnover is more than or equal to 50% of the estimated cost</p>		
	Balance sheet duly audited and Certified by a Chartered Accountant showing that the bidder has not incurred any loss (profit after tax should be positive) in more than two (2) years during the available last five consecutive financial years, ending 31 st March 2020.		

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	<p>Documents in support of having successfully completed similar works during last 7 years as mentioned below</p> <p>1. Three similar works each costing not less than Rs. 59 Lakhs (Rupees Fifty Nine Lakhs only) or completed two similar works each costing not less than Rs. 88 Lakhs (Rupees Eighty Eight Lakhs only) or completed one similar work each costing not less than Rs. 1.2 Crore (Rupees One Crore and two Lakh only).</p>		
	<p>Solvency Certificate for at least Rs. 59 Lakhs (Rupees Fifty Nine Lakhs only). The certificate shall not be of a date, which is more than six months prior to the last date of submission of the tender.</p>		
	<p>Form A to E completed, signed, stamped and put together along with all the relevant documentary proof solicited in the Form A to H shall be put in envelope 2A</p>		
	<p>Envelope marked as Envelope 2A on Top and titled as "Technical eligibility documents"</p>		
	<p>Envelop 2A is sealed and signed</p>		
	<p>Scanned copy of the Technical eligibility documents, The design presentations, technical solutions, compliance of the technical specification as published with this RFP, NO Deviation Certificate, Copies of certificates of work experience and other prequalifying documents as specified in the NIT uploaded on the e-tendering portal</p>		
	<p>Envelope 2 B : Signed Tender Documents</p>		
	<p>Signed and stamped all the pages of tender documents as uploaded by the University (Notice Inviting Tender, summary Schedule of Quantities, BOQ, technical specifications and all the tender drawings)</p>		

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	All these documents put together in an envelope and Envelope marked as Envelope 2B on Top and titled as "Signed Tender Documents"		
	Envelop 2B is sealed, signed and stamped		
ENVELOPE 2 FOR TECHNICAL TENDER:			
	Envelope 2A and 2B put together in Envelope for Technical Tender and Envelope marked as "Technical Tender Document" for the "TENDER FOR INTEGRATED SOLID WATE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR "		
	Envelope for Technical Tender is sealed, signed and stamped		
STAGE 2 AFTER TECHNICAL EVALUATION AND PRESAZENTATION BY THE INTENDING BIDDERS			
ENVELOPE 3 FOR FINANCIAL TENDER			
	Bill of Quantities duly filled in and compiled with rates quoted rates entered in the Schedule of quantities, total amounts tendered, (in duplicate) and other relevant commercial information (tender) signed by authorized signatory shall be placed separately in a sealed Envelop 3.		
	Envelope marked as Envelope for Financial Tender on Top and titled as "TENDER FOR INTEGRATED SOLID WATE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR"		
	Envelop is sealed, signed and stamped		

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	All the three envelopes shall be placed in a large sealed envelope marked as "TENDER FOR INTEGRATED SOLID WASTE MANAGEMENT INSIDE NU CAMPUS, AND SUPPLY OF BIO FEED RAW MATERIAL REQUIRED FOR THE BIO GAS GENERATION AT PERMANENT CAMPUS(PHASE I) OF NALANDA UNIVERSITY, AT RAJGIR, BIHAR"		
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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 and Commission with Operation & maintenance (EPCC) Contract for Construction of [**insert NAME of the work**] 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 EPCC 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:

- (1) 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.

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- (2) 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.

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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 Commissioning, Operation and Maintenance (EPCC) Contract for Design Construction and Development of the [insert name of the job] 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 2020.

For (Signature) (Name & Title) For (Signature)
..... (Name & Title) For (Signature) (Name & Title) (Executants)
(To be executed by all the Members of the Joint Venture)

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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.