

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

**Ph. No: 06112 255330**

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

**Open Tender (urgently required under specialised work category)**

No. NU/Engg-E/ICICI /HT Ext/05

Date: 05.06.2026

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.ewizard.in/> 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.ewizard.in/> 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.ewizard.in/> 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, 8448288980, 8448288984, 8448288982

**The bid forms and other details can be obtained from the website**

**<https://nalandauniv.edu.in/tenders/>**

**and**

**<https://nalandauniv.ewizard.in/>**

To

The Eligible Bidders

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

Nalanda University, Rajgir, Bihar, invites open e-tenders from eligible and experienced bidders for the Survey, Design, Supply, Installation, Testing, and Commissioning of an Extended Underground (UG) 11 kV HT Line from the 33 kV Main Receiving Station (MRS) to the Main Gate Parking Area covered with a solar shed at the Permanent Campus of Nalanda University, Rajgir, Bihar.

The scope of work also includes the development of associated feeders, installation of 2 × 315 kVA Distribution Transformers (DTRs) along with requisite foundations and supporting structures, and provision of a 415 V power supply for the solar parking area near Gate No. 01.

The tender is invited from eligible agencies possessing the requisite experience, technical expertise, financial capability, and resources to execute the work in accordance with the prescribed specifications, technical requirements, and terms and conditions of the tender document.

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

Name of the Job	Survey, Design, Supply, Installation, Testing, and Commissioning of an Extended Underground (UG) 11 kV HT Line from the 33 kV Main Receiving Station (MRS) to the Main Gate Parking Area covered with a solar shed at the Permanent Campus of Nalanda University, Rajgir, Bihar.  The scope of work also includes the development of associated feeders, installation of 2 × 315 kVA Distribution Transformers (DTRs) along with requisite foundations and supporting structures, and provision of a 415 V power supply for the solar parking area near Gate No. 01.
Type of Tender	Open: Two Bid System
Earnest Money Deposit	Rs. 46,000/- (Forty Six Thousand Only) Or the MSME registered agency/firms are Exempted
<b>Tender Processing Fee</b>	----- As per the Portal <b>In Favor of ITI Ltd.</b>
Security Deposit	2.5% of Tender Value
Time of Completion of Job	30 days from issuance of Letter Of Award
Last Date & Venue of Submission of Tender	26 June 2026, 1500 Hours , online
Date & Time of opening Technical Part (Eligibility Documents)	26 June 2026, 1530 Hours , online
Tender download from	www.nalandauniv.edu.in and e-wizard
Estimated Cost (Approximately)	<b>23 Lacs</b>
Site Visit Declaration (Format Form G)	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 the this tender document. Bidders are requested to provide prior intimation before site visit through email at <a href="mailto:electrical.electronics@nalandauniv.edu.in">electrical.electronics@nalandauniv.edu.in</a>
Warranty Period with AMC	One Year

2. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD is deposited through NEFT/RTGS or NEFT/RTGS and other documents scanned and uploaded are found in order.
3. Venue for Submission -Online, & opening of Tender: Project site office of Nalanda University, Vill-Pilkhi ,Rajgir, District – Nalanda, Bihar – 803116.
4. Earnest Money Deposit: Rs.46,000.00/- (Rupees Forty Six Thousand Only) through **DD from** any Scheduled bank in favour of "Nalanda University", payable at Rajgir. The tender fee exempted for MSME registered supplier in the same category. Payment **of Bid Security (Earnest Money Deposit):- Rs. 26,000/-** to be submitted through NEFT or RTGS in favour of Nalanda University to the following bank account –

**A/c Name : Nalanda University,**

**Bank : State Bank of India**

**Account No. : 37646810882**

**Branch : Rajgir Branch IFSC CODE : SBIN0003499**

The MSME registered agencmy are expemted for EMD submissions.

5. **Processing of Tenders:-** The concerned Committee as appointed by the Competent Authority at Nalanda University will evaluate and process the tenders as done in the conventional tenders and the decisions will be communicated to the bidder online. Any correspondences or queries related to this tender shall be submitted to the University in the email address – [electrical.electronics@nalandauniv.edu.in](mailto:electrical.electronics@nalandauniv.edu.in) only.
6. **Price Bid opening:-**The Price bid will be opened online by the Committee at the specified date and time and the result will be displayed on the website [www.nalandauniv.edu.in/tenders](http://www.nalandauniv.edu.in/tenders) and <https://nalandauniv.ewizard.in/>, which can be seen by all the bidders who participated in the tender.
7. **Participation of Bidders at the time of opening of bids** - Bidders have two options to participate in tendering process at the time of opening of Bids as stated below –
  - 7.1 Bidders can come at the place of opening of bids (electronically) by the Tender Opening Committee as done in the conventional tender process.
  - 7.2 Bidders can attend the process online.
8. The necessary work order will be issued to the successful bidder for the execution of the job as per the best industry practices.
9. **(I) Sealed item rate tenders are invited by the Nalanda University, from reputed eligible bidders should have satisfactorily completed. The Guidelines of the CPWD to be followed.**

During the last seven (7) years ending 04.06.2026, the works completed up to Previous day of last day of submission of Tender shall be considered.

For the purpose of this clause, "similar work/job" shall mean any project for Supply, Installation, Testing and Commissioning of the works comprising of the electrifications system.

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 Last date of submission of bid/tender. The work completion certificate shall be issued from the rank not below Executive Engineer.

**(4.I.a)** The bidder shall have minimum gross average annual financial turnover as not less than 12.00 Lacs (50% of the ECPT).

**(4.I.b) Financial Information for reputed eligible contractors:** 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 Statutory Auditors/ a chartered accountant (in case the appointment of a statutory auditor is not applicable), as submitted by the tenderer to the Income Tax Department (copies of all the documents to be attached).

S. No.	Description	Years				
		2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
(i)	Gross Annual turnover					
(ii)	Turnover on Electrical works					
(iii)	Profit/Loss					

#### Check List

#### Envelope (Technical Bid): 01

Under Pre-Qualifying Envelope 1A:

1. Copy of NEFT /DDs/FDRs/MSME Registered valid Certificates

Under Pre-Qualifying Envelope 1B:

2. Copy of the PAN, GST, ITR , Audit Reports duly certified by Chater Accountants©, Turnover along with profit and loss certificates duly certified by the CA.
3. Similar Job completed certificates as per NIT, Manufacturer Authorization Form(MAF)

#### Envelope: 02 (Price Bid)

SIGNATURE OF TENDERER (S)

Signature of Chartered Accountant with Seal

**FORM C**

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED & PROJECT SPECIFIC WORK DURING THE LAST SEVEN YEARS ENDING 11 January 2026

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

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

SIGNATURE OF TENDERER (S)

Seal of tenderer  
Date of submission

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

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS 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	Amount of compensation levied for Delayed completion, if any.	
8	Amount of reduced rate items, if any.	
9	Performance Report	
	1) Quality of Work	Very Good/Good/Fair/Poor
	2) Financial Soundness	Very Good/Good/Fair/Poor
	3) Technical Proficiency	Very Good/Good/Fair/Poor
	4) Resourcefulness	Very Good/Good/Fair/Poor
	5) Company / Personal establishment during work.	Very Good/Good/Fair/Poor
	6) General Behavior	Very Good/Good/Fair/Poor

Dated:

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.

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

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

- a. **Sealed Envelope -1;** marked as "**Eligibility Documents**" with name of Work, shall contain the following :
  - i. Demand Draft against the EMD / MSME valid paper
  - ii. The Tender Processing Fee
  - iii. In order to acceptance this NIT entire page dully sealed and signed by the bidders along with affidavit-(for affidavit format being provided below in this NIT).
  - iv. Copy of Certificates of PAN card, GST registration
- b. Sealed **Envelope -2;** marked as "**Financial Bid**"

11. Mode of Submission: As per online portal

a. **Envelope 1 :**

- I. Online:** The scanned documents must be uploaded and the same uploaded EMD & Tender processing Fee related Financial Instruments like DDs/FDRs hardcopy by the last date of the submission.
- II. Mandatorily Online and Preferably Off-line:** Eligibility documents

**Envelope –II:**

Price Bid- Online in the provided excel sheet is mandatory. The Evaluation will be as per the online record.

The bid may be sent by post or may be dropped in the Box of the Nalanda University, Rajgir, placed in the Reception, on or before due date & time of receipt of offer as indicated above. Tender which do not reach this office latest by 3:00 PM on the due date, will not be opened and will be summarily rejected. The Nalanda University will not be responsible for any delay in receipt of quotation by post whatsoever may be the reason.

The sealed cover shall be super scribed with “*Electrical Works, Permanent campus of Nalanda University at Rajgir, Bihar.*”

The bid shall be signed by a person legally authorized to enter into commitment on behalf of the Bidder. Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder. If the bidder is an individual, the tender documents along with the NIT shall be signed by such individual above the full type written name and current address.

Copy of Certificates of PAN card, GST registration and valid electrical licence/work registration in State/central Electricity departments are to be submitted along with the tender.

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

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

## **12. Validity of Tender:**

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

## **13. Prices:**

As per online price-bid format. The amount for each item should be worked out and entered. The amount for the work including any taxes applicable as extra shall be entered in the quotation both in figures and in words. The price part shall be duly signed and stamped on each page. Prices shall be quoted in Indian National Rupees (INR) only.

## **14. Billing & Payments:**

The Contractor shall submit the bill(s) / invoice(s) in a format to be decided between the NALANDA UNIVERSITY and the Contractor. The NALANDA UNIVERSITY shall release the payments within 30 Days from the date of receipt of the Bill(s)/ invoice(s) duly certified by Engineer in charge along with necessary supporting documents, if found in order. However, the sequence for releasing payments shall be as detailed below:

**TERMS OF PAYMENT:** The payment to the contractor for the performance of the works under the contract will be made by the owner as per the guidelines and conditions specified herein. All payment during the contract shall be made through account payee cheque only. The final payment will be made on completion of all the works and on fulfilment by the contractor of all his liabilities under the contract.

**Currency of Payment:** - All payment under the contract shall be in Indian Rupees only. The payment of contract price shall be made by the Finance Section (Bills) of NU on approval from competent authority, after completion of all contractual formalities as per given schedule hereunder below in all respect. All invoices in triplicate will be submitted to the Engineer In charge of NU, Rajgir.

**Payment Schedule:** The following percentage of contract rates excluding AMC

cost, if any, along with Taxes as quoted by the bidder in the bid shall be payable against the stages of work shown herein:

<b>Stage of Work</b>	<b>Electrical Items</b>
After Supply	<b>80 %</b>
After Installation, Commissioning, Training, & completion of successful running in observation period of 15 days.	<b>20%</b>

- i)** Variation in Duties & Taxes: As applicable as per GoI.
- ii)** The security deduction shall be applicable as mentioned in this documents.
- iii)** The tentative quantities are given in SOQ. However the actual joint measurement of work done will be acceptable for payments of bills submitted.

### **15. Time Schedule:**

The time stipulated for completion of works in all respect survey, design, Supply Installation Testing, Commissioning and training for operation of HT works at **Permanent campus of Nalanda University at Rajgir, Bihar** is 30 days from issuance of letter of award. However, desirable is 30 days to conduct the laboratory activities by the students.

### **16. Nalanda University's Rights:**

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

### **17. Quantity variation and Extension Order: As per the Nalanda University.**

#### **18. Acceptance:**

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

#### **19. Disputes:**

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

### **20. GENERAL CONDITIONS OF CONTRACT**

In line with the CPWD, General Conditions of Contract of 2023 with amendments up to the last date of submission of bids, however the main terminologies are described below:-

#### **15.1: DEFINITIONS:**

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

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

- a. Work: The expression work or works shall, mean unless there be something either in the subject or context repugnant to such providing and fixing of DTR set/electrification the context otherwise requires be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- b. Site: The Site shall mean the land, adjacent land, path, street or other places, the exclusive right and/or the ownership of which vests with Nalanda University through which work is to be executed under the contract and which may be allotted or used for the purpose of carrying out the work(s) under the contract.
- c. Contractor: The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- d. Owner/ Owner: Owner shall mean Nalanda University, Rajgir, Bihar.
- e. Engineer-in-Charge: Engineer-in-Charge (EIC) shall mean the authorized representative appointed by the Owner, 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.
- f. Accepting Authority: Accepting Authority shall mean the Vice Chancellor, Nalanda University, Rajgir, and Bihar.
- g. Excepted Risk: Excepted Risk are risk due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Owner damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority (i.e. either the Owner or an Agency appointed by the Owner) or causes solely due to use or occupation by Owner of the part of the Work in respect of which a certificate of completion has been issued or a cause solely due to Owner's faulty design of works.
- h. Tendered value: Tendered value / Contract value means the value of, the entire Work as stipulated in the letter of award.
- i. Date of commencement of work: The Date of commencement of work shall be the date when contract comes into existence i.e. the date the Letter of Acceptance by NU is awarded or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicted in the tender document.
- j. Samples: Samples are physical samples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- k. 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 Supply, Installation, Testing and commissioning of Silent DTR and other electrification related works mentioned in the Tender which required by the owner and are submitted to the Engineer In charge for the approval/suggestion/verification from Design Consultant as the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.
- l. 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.
- m. Virtual Completion: Virtual Completion shall mean completion of the Works as per drawings and specifications to the entire satisfaction of Engineer in

Charge/Nalanda University 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 Nalanda University to start the Defect liability period of the contract.

- n. 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/ Nalanda University, and also obtaining the final handing over of the Works to the Nalanda University, and the acceptance of the same.
- o. 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 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.
- p. 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.
- q. 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 and Technical Specifications.
- ii) Particular Specification and Special Condition, if any.
- iii) Drawings.
- iv) Specifications.
- v) Latest Indian Standard, Specifications of B.I.S., etc.

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

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

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

- a. **EARNEST MONEY:** The earnest money is paid by each tenderer to enable the Owner to ensure that a tenderer does not back out of his tender before its acceptance, or refuse to execute the work after it has been awarded to him and after completion of the execution since performance guaranty is not asked.
- b. **DEPOSIT OF EARNEST MONEY:** Earnest Money can be paid in the form of a Receipt of Treasury Challan/Deposit at Call receipt/ Demand Draft/FDR or Pay order or Banker's Cheque of any Scheduled bank drawn in favour of "Nalanda University" payable at Rajgir.

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

Sr. No	DESCRIPTION	DETAILS
1	Owner	Vice Chancellor, Nalanda University, Rajgir, Bihar
2	Engineer In charge	Authorized representative appointed by Nalanda University RAJGIR, BIHAR
3	Accepting Authority	Vice Chancellor, Nalanda University Rajgir, Bihar
4	Percentage on cost of materials and Labour to cover all overheads and profits	As per the Govt/Tender
5	Rates considered for Estimate	Market Rates as applicable.
6	NU	Nalanda University, Rajgir District Nalanda(Bihar)
7	CPWD	Central Public Works Department (Govt. of India)

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

<b>1</b>	Authority for fixing compensation under its clause	VC, Nalanda University, Rajgir, District Nalanda (Bihar)
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- c. **Forfeiture of earnest money:** If any tenderer withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender which are not acceptable to the Nalanda University, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

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

In case the tenderer fails to commence the work specified in Schedule-F or such time period as mentioned in letter of award, after the date on which the 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 tenderer shall not be allowed to participate in the retendering process of the work.

**e. 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 and Half Percent) of the gross amount of each running bill, till the sum along with the sum already deposited as earnest money.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank. 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 which shall be extended from time to time depending upon extension of contract granted under provisions of clause (Time and Extension for delay).

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

**Security deposit shall be released as follows:**

Security deposit shall be released after the completion of the Defects Liability period of one year.

**f. Compensation for Delay:**

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

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

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

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Nalanda University. In case, the contractor does not achieve a particular milestone mentioned in General Rules & Directions, or the re-scheduled milestone(s) in terms of Clause (Time and Extension for delay), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

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

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

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

a. When Contract can be Determined

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

(i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, re-electrification or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un workman like manner or shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the Contractor has, without reasonable cause suspended the progress of the Work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (whose decision shall be final and binding) he will be unable to secure completion of the work by the date of completion and continues to do so even after a notice in writing of seven days from the Engineer-in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before

such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract.

(vi) If the contractor shall enter into a contract with Owner in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor shall obtain a contract with Owner as a result of wrong tendering or other non-bonfire methods of competitive tendering or commits breach of integrity pact.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or re-electrification) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport to do so, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the Contractor being a company shall pass a resolution for winding-up, or the court shall make an order that the company shall be wound up or if a receiver, or a manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager, or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the 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:

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

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

In the event of any one or more of the above course(s) of action(s) being adopted by the 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. In the event action is taken under any of the provisions aforesaid, the Contractor shall neither be entitled to recover nor be paid any sum for any work thereof actually performed under this contract unless and until the 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.

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

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

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause (when contract can be determined) thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the 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.

d. Time and Extension for Delay

The time allowed for execution of the Works as specified in the time frame or the extended time in accordance with these conditions shall be the essence of the

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

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

If the work(s) were delayed by: -

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

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

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

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

#### **g. Measurement of Work Done**

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

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

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

If for any reason whatsoever, 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 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 Generally in accordance with the mode of Measurements stipulated in IS 1200/applicable as per CPWD guidelines with their latest revision for all items of works and with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

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

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the Authority to check the measurements recorded

jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

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

#### **h. Computerized Measurement Book**

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

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

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

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

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

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

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

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

**i. Payment on intermediate Certificate to be regarded as Advances**

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Engineer in charge in triplicate on or before the date of every month or as fixed for the same by the Owner. 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 10th working day after the day of

presentation of the bill by the Contractor to the Engineer-in-Charge with the account of the material issued by the Owner, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer-in-Charge, the period of ten working days will be extended to fifteen working days.

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 re-electrification 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 will normally 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 running bill. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof. The balance amount shall be released within 15 (Fifteen) working days after the verification in detail by the Engineer-in-charge and getting certification for the quality of the Work(s) from the Design Consultant 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 instructions recorded in the site instruction book containing the instructions and compliance made thereof, covering the Work done since last bill.

**j. 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.

**k. 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.

**l. 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 3 months, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge, complete with account of materials issued by the Owner and the dismantled materials.

The final bill shall be accompanied by:

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

1. Completion certificates for embedded and covered-up Works issued by the Engineer-in-Charge.
2. Certificates for tests carried out for various items of Work.
3. Manufacture's operating and maintenance manuals as well as guarantee/warranty papers, commissioning and handing over reports for whatever equipment/Materials installed.

4. Security Deposit of 2.5% (Two and Half percent) of the Contract Value in the form of bank guarantee/FDR/DD/as per NIT valid for a Defect liability period of one year from the date of completion certificate. However the warranty period of material shall be applicable as per manufacturer or defect liability period which ever will be on later.

**m. Materials supplied by Owner**

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

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

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

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

**o. Mobilization Advance**

No mobilization advance shall be paid for this work.

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

If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause (Payment due to variation in prices of materials after receipt of tender) here below and not being a material supplied from the Engineer in-Charge's stores and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in GST, sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause (Time and Extension for Delay) of the contract without any action under clause (Compensation for delay), then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered amount).

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

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

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

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

#### **15.4 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.

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

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

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

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

If Contractor

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

The Engineer- in-Charge without invoking action under clause (when Contract can be determined) may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Owner, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- a) Take possession of the site and any materials, Electrification 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 Percent) of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the 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, Electrification 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.

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

In the event of above course being adopted by the 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.

### **15.7 Suspension of Work**

(i) The Contractor shall, on receipt of the order in writing of the Owner/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, harm or injury to the Work already completed or endanger the safety thereof for any of the following reason:

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

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

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

(iv) The contractor has to be co-ordination with Lab In charge for the execution of work irrespective of guidelines, specification, Supervision etc. And if required then the contractor has to take certification from Central Electricity Authority before charging the system.

### **15.8 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, their authorized subordinates in charge of the Work and the Contractor shall at all times during the usual working hours and at all other times prior to a reasonable notice of the visit of such officers has been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractors agent shall be considered to have the same force as if they had been given to the Contractor himself.

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

In the event the Contractor or his working people or servants shall break, deface injure or destroy any part of building in which they may be working, or any building road, road curb, fence, enclosure, water pipe, cables, drains, electric or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work any part is being executed, or if any damage shall happen to the Work while in progress, from any cause whatsoever, or if any defect, shrinkage or other faults appear before completion of scoped work after a certificate final or otherwise of its completion has

been given by the 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. 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 and payable to the Contractor either from the bills due and payable to the Contractor or from his security deposit. The security deposit of the contractor shall not be refunded before the expiry of defects liability period after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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

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

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

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

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

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

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

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Owner is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare

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

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

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

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

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

#### **15.15 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.

#### **15.16 Settlement of disputes & Arbitration**

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

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

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

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

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

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

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

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

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

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

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

#### **15.17 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.

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

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

#### **15.19 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 may suggest Owner to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer in-Charge may suggest Owner to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Owner shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Owner or any contracting person through the 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 Owner will be kept withheld or retained as such by the Owner till the claim arising out of or under the contract is determined by the arbitrator or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor.

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

Provided that the Owner shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the 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.

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

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

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

#### **15.21 Unfiltered Water Supply**

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

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

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.

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

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

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

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

#### **15.22 Return of Surplus materials**

Notwithstanding anything contained to the contrary in this contract, where any materials for the execution of the contract are procured with the assistance of Owner either purchase made under orders or permits or licenses issued by Owner, the contractor shall hold the said materials economically and solely for the purpose of the contract and not dispose of them without the written permission of the Owner and return, if required by the 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.

### **15.23 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 Engineer-in-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative(s) shall be appointed by the contractor soon after receipt of the approval from 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 Electrification 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 and the 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) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the

Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work other than this project. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

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

- (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.

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

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

Reimbursement of levy/taxes payable by Contractor:-

- a) All Tendered rates under the Contract shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by statute after the last stipulated date for the receipt of tender including extensions, if any and the Contractor thereupon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) attributable to delay in execution of Work within the control of the Contractor.

- b) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and required, and shall allow inspection of the same by a duly authorized representative of the Owner and further shall furnish such other information/document as the Engineer-in-Charge may require from time to time.
- c) The Contractor shall, within a period of 20 days of the imposition of any such further tax or levy, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

#### **15.25 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.

#### **15.26 : Compensation during warlike situations**

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for re-Electrification 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.

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

The entire installation shall be guaranteed for a period of one year from the date of taking over by the department. Against unsatisfactory performance and/or break down due to defective design, workmanship or material, Any equipment or part thereof found defective during this period will be replaced/repared free of cost, to the satisfaction/decision of the

Engineer-in-Charge per of Engineer-in-Charge. In case the department feels that undue delay is being caused by the contractor in doing so, Engineer-in-Charge issue a Notice to the contractor giving him reasonable time (reasonable time will be decided by Engineer-in-Charge) for rectification. In case of the contractor still does not respond the same will be got done by the department at the risk & cost of the contractor.

Nothing extra shall be paid on this account.

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

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

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

**MANUFACTURER AUTHORISATION FORMAT (MAF)**  
(On manufacturer's letterhead)

Date:

**To,  
The Registrar,**

**Nalanda University,  
District Rajgir,  
Bihar**

Subject: Manufacturer authorization towards tender no. \_\_\_\_\_ for supply, installation, commissioning and on-site support for- HT works for setting up of NALANDA UNIVERSITY in Rajgir, Bihar.

Dear Sir,

We, M/s \_\_\_\_\_ (*Name of the manufacturer*) having registered office at \_\_\_\_\_ (*address of the manufacturer*) by virtue of being manufacturer for \_\_\_\_\_ (*Name of the product/s*), here by authorize M/s \_\_\_\_\_ (*Name of the bidder*) having their office at \_\_\_\_\_ (*Address of bidder*) to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements.

M/s \_\_\_\_\_ (*Name of the manufacturer*) within the scope of requirement as per the tender mentioned above through its authorized partner M/s \_\_\_\_\_ (*Name of the bidder*) shall provide support & product warranty services for a minimum period of Seven years from the date of installation and commissioning.

The undersigned is authorized to issue such authorization on behalf of M/s \_\_\_\_\_ (*Name of the manufacturer*).

For M/s \_\_\_\_\_ (*Name of the manufacturer*)

Signature & company seal

Name

Designation

Email

Mobile No.

**Note: Bidder may provide Manufacturer Authorization in the Format of Original Equipment Manufacturer.**

**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 Authorized 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 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.

To,

.....,

.....,

**Sub: Notice Inviting Tender for Survey, Design, Supply, Installation, Testing & Commissioning of the HT works for Nalanda University (NU), Nalanda, 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

(TO BE **SUBMITTED** ON BIDDERS LETTER HEAD)

**INTEGRITY AGREEMENT**

To,

**The Registrar,  
Nalanda University,  
Rajgir, Bihar**

**Sub: Survey, Design, Supply, Installation, Testing & Commissioning of HT Line at the Permanent Campus of Nalanda University (NU), Nalanda, 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)

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

**INTEGRITY AGREEMENT**

**THIS INTEGRITY AGREEMENT** is made at ..... on this..... Day of .....2018

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 **Supply, Installation, Testing & Commissioning of HT Line at the Permanent Campus of Nalanda University (NU), Nalanda, 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:**

**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/Contractor**

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/Contractor 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/Contractor 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.

b) The Bidder/Contractor 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/Contractor 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/Contractor 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/Contractor 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/Contractor will not instigate any third person to commit offences mentioned above or be an accessory to such offences.

4) The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means willful 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/Contractor 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 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/Contractor, 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 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**

1) The Bidder/Contractor 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 Bidder/Contractor/Vendor after twelve (12) months of 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**

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:

**FORMAT OF AGREEMENT**

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

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 Survey, Design, **Supply, Installation, Testing & Commissioning of HT Line at the Permanent Campus of Nalanda University (NU), Nalanda, 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 & Commissioning of HT Works at the Permanent Campus of Nalanda University (NU), Nalanda, 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.

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 (if any);
- viii) Bill of Quantities; and
- ix) Any other documents listed in the Contract Data as forming part of the Contract.

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

The \_\_\_\_\_ Common \_\_\_\_\_ Seal \_\_\_\_\_ of  
 \_\_\_\_\_  
 \_\_\_\_\_

was hereunto affixed in the presence of:

Signed \_\_\_\_\_ Sealed \_\_\_\_\_ and \_\_\_\_\_ Delivered \_\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ said  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ Binding \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ Owner  
 \_\_\_\_\_ Binding \_\_\_\_\_ Signature \_\_\_\_\_ of \_\_\_\_\_ Contractor  
 in \_\_\_\_\_ the \_\_\_\_\_ presence \_\_\_\_\_ of  
 \_\_\_\_\_

**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:

The Bidder confirms that the Bidder has duly undertaken the visit of the proposed project site of Nalanda University, located at Rajgir, Bihar.

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.

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

Sincerely

On Behalf of the Registrar  
Nalanda University, Rajgir