TENDER FOR CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR

NALANDA UNIVERSITY, AT RAJGIR, BIHAR.

NALANDA UNIVERSITY, RAJGIR, BIHAR.

Every care has been taken while preparing this document to cover all necessary information, matters, specifications, general conditions, special conditions & provisions for smooth and complete execution of works. However, in case of any omission in the tender/ contract document, the most recent version (as on 31st March 2016) of General Conditions of Contract (GCC) for CPWD Works, 2014 shall be the reference document.

Summary of Scope of work

This tender is invited for the Construction of Non Residential Buildings of Nalanda University Campus, comprising of the following:

1. Academic Building
2. Administration Building,
3. Communication Centre,
4. Students' Centre & Campus Amenities including Arcade & Amphitheatre,
5. Campus Inn,
6. International Centre,
7. Dining hall,
8. Faculty Club,
9. School,
10. Medical Centre & Infirmary,
11. Sports Centre Cricket Pavilion and sports fields ,
12. Commercial Market, Bank and Post Office,
13. All services buildings including necessary infrastructure development works (comprising all Civil, Structural, Finishing Work, wired & piped services and Related Infrastructure Facilities, miscellaneous works),
14. Water Bodies, Electrical Sub stations and Foundations for Solar PV Panels,
15. Underground and Overhead Tanks for Domestic water, Rain Water and Treated Grey water - collection and distribution of all varieties of water for use in the campus,
16. Development of Footpaths, Walkways and Hard Landscape areas etc.
17. Providing Concrete Pavement to Internal Roads for Nalanda University (NU) Project.

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

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

Entire campus is planned to be constructed in two phases. The first phase will be of approximately 117,400 Sqm. of built up area. Built up area for Non-Residential Buildings Parcel will be approximately 47,800 Sqm this tender is being invited for the Non Residential Buildings Parcel Development of Nalanda University Campus of Phase I work. The tentative details of the built-up spaces for this work are described in the Brief Particulars of the work. The proposed construction is planned to be of RCC Framed Structures with Compressed Earth Block masonry as Cladding, Few buildings of Load Bearing Compressed Earth Block masonry Structures and RCC Framed Services Buildings.

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SECTION 1

TECHNICAL

INFORMATION & INSTRUCTIONS TO BIDDERS FOR e-TENDERING

NAME OF WORK: This tender is invited IN E-TENDERING MODE for the Construction of Non Residential Buildings of Nalanda University Campus, comprising of Academic & Administration Buildings, Communication Centre, Students' Centre & Campus Amenities Buildings including Arcade & Amphitheatre, Campus Inn, International Centre, Dining hall, Faculty Club, School, Medical Centre and Infirmary, Sports Centre Cricket Pavilion and Sports Field, Commercial Market , Bank and Post Office, all services buildings including necessary infrastructure development works (comprising all Civil, Structural, Finishing Work, wired & piped services and Related Infrastructure Facilities, miscellaneous works), Water Bodies, Electrical Sub Stations and foundations for Solar PV Panels, Underground and Overhead Tanks for Domestic Water, Rain Water and Treated Grey Water, - collection and distribution of all varieties of water for use in the campus, Development of Footpaths, Walkways and Hard Landscape areas etc., Providing Concrete Pavement to Internal Roads for Nalanda University (NU) Project.

Estimated Cost	Rs. 485.19 Crores
Earnest Money	Rs 495 Lakhs
Performance Guarantee	5% of Tendered Value.
Security Deposit	2.5% of Tendered Value
e-Tender Processing Fee	Rs. 15000 (Fifteen Thousand Only)
Time Allowed	36 Months
Date of Uploading Notice Inviting Tender	20th September 2016
Pre-bid Meeting	30th September 2016 at 11.00 AM in New Delhi
Last Date of Submission of Tender Date & Time	20th October 2016 up to 3.00 PM
Date & Time of Opening of Technical Tender (Eligibility) Documents	20th October 2016 up to 3.30 PM

General Information:

Pre-bid meeting is scheduled to be held with the intending bidders in the New Delhi Office of Nalanda University, on 30th September 2016 at 11.00 AM. The detailed address of the venue is as follows:

India International Center,

40 Lodhi Estate, Max Mueller Marg, New Delhi - 110003.

The Program of Pre Bid Meeting is as follows.

a) Welcome of the intending bidders by The Vice Chancellor, Nalanda University.

b) Introduction of Project by Professional Advisor of Nalanda University.

c) Presentation of the Project Details by Vastu Shilpa Consultants and their Associate Consultants regarding Design, Innovative Concepts being tried for this Monumental Project and the Scope of the complete Project in General and regarding the works to be covered under the scope of Present Tender.

d) Presentation and Discussions of Queries raised by the bidders.

e) Interactive session between the Executives of Nalanda University, Representatives of the Vastu Shilpa Consultants and the representatives of intending Bidders.

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

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

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

1	Check list of documents submitted by bidder (Form H)	
2	Affidavit declaring site visit (Form G)	
3	Certificate of financial turnover (Form A)	
4	Bank solvency certificate (Form B)	
5	Details of eligible works of similar nature completed & project specific work during the last seven years (Form C)	
6	Certificates of Works Experience (Form D).	
7	Structure & Organization (Form E).	
8	Self-evaluated marking statement of Eligibility for Short listing of Bidders. (Form F).	

NOTICE INVITING TENDER

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

2. **Name of the Work:** Construction of Non Residential Buildings of Nalanda University Campus, comprising of Academic & Administration Buildings, Communication Centre, Students' Amenity Centre & Campus Amenities Buildings including Arcade & Amphitheatre, Campus Inn, International Centre, Dining hall, Faculty Club, School, Medical Centre and Infirmary, Sports Centre Cricket Pavilion and Sports Field, Commercial Market , Bank and Post Office, all services buildings including necessary infrastructure development works (comprising all Civil, Structural, Finishing Work, wired & piped services and Related Infrastructure Facilities, miscellaneous works), Water Bodies, Electrical Sub Stations and foundations for Solar PV Panels, Underground and Overhead Tanks for Domestic Water, Rain Water and Treated Grey Water, - collection and distribution of all varieties of water for use in the campus, Development of Footpaths, Walkways and Hard Landscape areas etc., Providing Concrete Pavement to Internal Roads for Nalanda University (NU) Project.

   (a) The estimated cost of Work is **Rs. 485.19 Crores (Rupees Four hundred eighty five crore nineteen lakh only).**

   (b) Intending bidders are advised to ensure that they meet the minimum eligibility criteria as per the detailed terms and evaluation parameters enumerated in this document before they submit their tender documents.

3. An agreement shall be executed by and between the NU and the successful bidder for the **"CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I)."** in the given format as per the terms and conditions stipulated in the tender documents. The percentage rates shall be quoted by the bidder as per various terms and conditions of this document, which shall form part of this agreement.

4. The time allowed for carrying out the Work shall be 36 months from the date of initiation as defined in Schedule –F or from the first date of handing over of the Site, whichever is later.

5. The Site shall be handed over to the successful bidder at the time of award of contract on "as is where is" basis.

6. The tender documents consisting of drawings, specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be downloaded from the Tenders Section of the official website of Nalanda University http://www.nalandauniv.edu.in and also from the Central Public Procurement website http://www.eprocure.gov.in/eprocure/app. The tender can be searched with the Tender ID: 2016_NUNIV_123880_1.

7. Intending bidders are advised to obtain valid class-II (or appropriate class) digital signature to participate in tendering.

8. The interested bidders shall upload their e-tenders in http://eprocure.gov.in/eprocure/app and also physically submit the hard copies of the tenders as per the given guidelines in Page 12 of this document at Reception of Nalanda University's New Delhi Office, both within the stipulated time and date as indicated above. The detailed address of the University's New Delhi Office is as follows:

Nalanda University, 2nd Floor,
Council for Social Development Building,
53 Lodhi Estate, New Delhi – 110 003.

9. While submitting the revised tender, contractor can revise the percentage rate offered one or more item(s) and any number of times but before last time and date of submission of tender as notified.

a) Earnest Money Deposit (EMD) shall be accepted in the form of Deposit at Call receipt/Demand Draft or Pay Order or Banker's Cheque drawn in favour of "Nalanda University" payable at Rajgir, Bihar from any scheduled bank. Alternatively, a part of the EMD is acceptable in the form of bank guarantee of any scheduled bank having validity for six months or more from the last date of receipt of tenders. In such case, Rs 20,00,000.00 (Rupees Twenty Lakhs Only) of the EMD shall have to be deposited in the form of Deposit at Call receipt/Demand Draft drawn in favour of Nalanda University payable at Rajgir, Bihar from any scheduled bank, and balance amount in the form of Bank Guarantee of any scheduled bank, which is to be scanned and uploaded by the intending bidders. The amount of the EMD can be paid by multiple Deposits at

Call receipt/Demand Drafts along with Bank Guarantee of any scheduled bank. The bank guarantee shall be in the format as prescribed in this document.

b) The intending bidder has to scan and upload all the details such as Banker's name, Demand Draft Bank Guarantee number, amount and date to the e-Tendering website within the period of tender submission and original should be deposited at New Delhi office of Nalanda University.

c) Interested bidders who wish to participate in the tender shall pay Rs. 15,000/ (Rupees fifteen thousand only) as e-Tender Processing Fee drawn in favour of Nalanda University payable at Rajgir, Bihar in the form of Demand Draft of any scheduled bank, a copy of which shall have to be scanned and uploaded to the e-Tendering website along with tender submission.

The tender shall be accompanied with the following documents:

a) Deposit at Call receipt/Demand Draft and/or Bank Guarantee against the EMD and Demand Draft or Pay Order or Banker's Cheque for the e-Tender Processing Fee shall be placed in a sealed Envelope 1 superscripted as **"Envelop 1: Earnest Money and e-Tender Processing Fee"** with name of Work and due date of opening of the tender also mentioned thereon.

b) Copies of certificates of work experience and other prequalifying documents as specified in the NIT shall be deposited in a sealed Envelope 2A superscripted as **"Eligibility Documents".**

c) All the tender documents (Notice Inviting Tender, Schedule of Quantities, BOQ, Technical Specifications and Tender Drawings) uploaded by the University shall be duly signed each page by the authorized signatory of the bidder, stamped and placed in a sealed Envelope 2B and shall be superscripted as **"Signed Tender Documents".** The documents in this envelope do not require to be scanned and uploaded in the e-tendering website (http://eprocure.gov.in/eprocure/app). However a declaration must be uploaded under the relevant packet stating in oath that the signed tender documents will be submitted physically on or before 03:00 PM on 20th October 2016.

d) Both the envelops Envelop 2A and 2B shall be put into a large envelop superscripted as **"Envelop 2: Technical Tender".**

e) Bill of quantities duly filled in and compiled with rates quoted as percentage below/above/at par with the rates entered in the Schedule of quantities, total amounts tendered, (in duplicate) and other relevant commercial information (tender) signed by authorized signatory shall be placed separately in a sealed Envelope 3. Bidder must submit a soft copy of BOQ with rates quoted as percentage below/above/at par with the rates entered in the Schedule of quantities and amounts in editable Format on a CD also in the envelope. Envelope 3 shall be

super scribed as **"Envelop 3: Financial Tender"** and opened only after bidder's eligibility to participate in the tender is successfully established and accepted by NU.

f) All the three envelopes shall be placed in large sealed envelope marked as **"Tender for CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT RAJGIR, BIHAR"** with due mention of Name of work, date and time of opening of tender. The large sealed envelope shall be submitted in the New Delhi office of Nalanda University up to **03:00 PM on 20th October 2016**. The Technical tender documents submitted shall be opened at **03:30 PM on 20th October 2016** in presence of intending bidders who chose to remain present. The large sealed envelope shall be addressed to **"The Registrar, Nalanda University, Rajgir, Bihar"**.

g) Technical tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and e- Tender Processing Fee and other documents placed in the Envelope 1 are found in order.

h) Opening of e-Tender shall be in the following sequence:

i) EMD and e-Tender Processing Fee of which hard copies are placed in Envelope 1;
ii) Eligibility documents of which hard copies are placed in Envelope 2;
iii) Financial Tender of the tender of which hard copies are placed in Envelope 3, to be opened only for the bidders fulfilling necessary eligibility criteria per this tender document and accepted by NU.

10. The tender submitted shall become invalid and tender processing fee shall be forfeited if:
    i) The bidders are found ineligible; or
    ii) The bidders fail to upload all the documents (Including Service Tax Registration/ VAT Registration/ Sales Tax Registration) as stipulated in this tender document.
    iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of e-Tender and hard copies as submitted physically in the office of the tender opening authority.
11. The contractor whose tender is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the tender amount within the period specified in Schedule F. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with Tender shall be returned after receiving the aforesaid performance

guarantee. The contractor whose tender is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for EPFO, ESIC and BOCW Welfare Board and Programme Chart (Time and Progress) within the period specified in Schedule F.

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

13. Owner is not bound to accept the lowest or any other tender and reserves to itself the right to reject any or all the tenders received without assigning any reason thereof. Owner also reserves the right to restrict the list of qualified contractors to any number deemed suitable by it, if too many tenders are received satisfying the laid down criteria. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be rejected summarily. Tenders subject to any conditions proposed by the bidder shall not be accepted and shall be liable to be rejected.

14. Canvassing either directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing shall be liable to be rejected.

15. Owner reserves the right of accepting the whole or any part of the tender and the bidders shall be bound to perform the same at the quoted rate.

16. The bidder shall intimate the names of persons who are or were working in any capacity with the bidder or are subsequently employed by the bidder and who are or have been an officer in Nalanda University**.**

17. The contractor shall not be permitted to render for this work if his near relative is employed by Nalanda University in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed

by him and who are near relatives to any officer in Nalanda University or in the Ministry of External Affairs. Any breach of this condition by the contractor would render liable to be debarred from participating in tender process.

18. No engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering department of Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found to be such a person who had not obtained permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

19. The tender for the Work shall remain open for acceptance for a period of **120 (One hundred twenty) days** from the date of opening of Technical tender. In case any bidder withdraws its tender before the end of one hundred twenty days or issue of letter of acceptance, whichever is earlier, or makes such modifications in the terms and conditions of the tender which are not acceptable to the Owner, then the Owner shall, without prejudice to any other right or remedy available under the contract or law, be at liberty to forfeit 50% of the EMD. Further, such bidder shall be debarred from participating in the re-tendering process of the Work.

20. This Notice Inviting Tender shall form a part of the agreement and shall be read and construed accordingly. The successful bidder, on acceptance of its tender by the Owner, shall within 15 days from the stipulated date of initiation of the Work, execute an agreement consisting of: -

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

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 CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT 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

INTEGRITY AGREEMENT

To,

The Registrar,

Nalanda University, Rajgir, Bihar

Sub: Submission of Tender for CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT 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 2015

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 CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT RAJGIR, BIHAR ("Tender") and intends to award, under laid down organizational procedure, contract for ……. (Name of Work) hereinafter referred to "Contract".

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

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

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

Article 1: Commitment of the Owner

1) The Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract , demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Owner will, during the tender process, treat all bidder(s) with equity and reason. The Owner will, in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.

(c) The Owner shall endeavour to exclude from the tender process any person, whose conduct in the past has involved any bias of any nature.

2) If the Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) or Prevention of Corruption Act, 1988 or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Owner will be at liberty to take appropriate disciplinary action or initiate disciplinary proceedings as per its internal policies and procedures.

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

1) Each Bidder/Contractor shall be required to (including their respective officers, employees and agents) adhere to the highest ethical standards and shall report to the Owner of any suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation and award of the Contract.

2) The Bidder(s)/Contractor(s) commits themselves to take all measures essential to prevent any act of corruption. The Bidders/Contractors commit themselves to observe the following principles during their participation in the Tender process and during the execution of the Contract:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the owner's employees involved in the Tender process or execution of the Contract, or to any third person any material or other benefit which such person is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender Process or during the execution of the Contract..

b) The Bidder(s)/Contractor(s) shall not enter with other Bidder(s) in to any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or

non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant Indian Penal Code (IPC)/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Owner as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically or otherwise.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly can submit tender in the process of tender, but not both. In cases where an agent participates in the tender on behalf of one bidder, such agent shall not be permitted to quote on behalf of any another bidder along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/Contractor(s) will, when presenting tender, disclose any and all payments made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the interest of the Owner.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Owner under law or the Contract or the Contract or its established policies and laid down procedures, the Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Owner's absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in

any other form, such as to put his reliability or credibility in question, the Owner after giving 14 days' notice to the Bidder/Contractor shall have the powers to disqualify the Bidder(s)/Contractor(s) from the process of Tender or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be forever or for a limited period as decided by the Owner.

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Owner apart from exercising any legal rights that may have accrued to the Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit rendered by the Bidder/Contractor.

3) **Criminal Liability:** If the Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of the Indian Penal Code (IPC) Act or if the Owner has substantive suspicion in this regard, the Owner will forthwith inform the same to any law enforcing agencies for further investigation..

Article 4: Previous Transgression

1) The Bidder/Contractor declares that no previous transgressions occurred in the last five (5) years with any other company in any country confirming to the anti-corruption approach or with the Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the process of Tender.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the process of Tender or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system the Owner may, at its sole discretion, revoke the exclusion prematurely. .

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of this Integrity Pact by any of its subcontractors/sub-vendors.

2) The Owner will enter into such agreements or pacts on identical terms as this Integrity Pact with all Bidders and Contractors.

3) The Owner will disqualify Bidders, who do not submit the duly signed Integrity Pact between the owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

1) This Integrity Pact is subject to Indian laws and the place of performance and jurisdiction is the place of office of the Owner/NU who has floated the Tender.

2) Any change, amendment, modification or supplement or addendum to the Integrity Pact can only be brought into effect by way of mutual written agreement between the parties to the Integrity Pact.

3) If the Contractor is a partnership or a consortium, this Pact shall be signed by all the partners or by one or more partners holding power of attorney signed by all partners and consortium members. In case the contractor is a company, the Pact must be signed by a representative duly authorized by board resolution of such company.

4) Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of the Integrity Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intensions.

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:

FORM OF BANK GUARANTEE FOR EARNEST MONEY

WHEREAS, contractor..... (Name of contractor) (Hereinafter called "the Contractor") has submitted his tender dated..... (Date) for construction of..... (Name of work) (Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that We, _____ (name of bank) having our registered office at..... (Hereinafter called "the Bank") are bound unto The Registrar, Nalanda University, and Rajgir (hereinafter called "the Owner" in the sum of Rs..... (Rs. in words .....) for which payment well and truly to be made to the said Owner, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this .....day of..... 20....

The conditions of this obligation are:

1) If after opening of the Tender, the Contractor withdraws the Tender during the period of validity of Tender (including extended validity of the Tender) specified in the Form of Tender;

2) If the Contractor having been notified of the acceptance of his Tender by the Owner:

a. fails or refuses to execute the Form of Agreement in accordance with the instructions to contractor, if required;

or

b. fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of the Notice Inviting Tender and instructions given to the Contractor;

or

c. If the contractor withdraws his tender before the expiry of the validity period, or before the issue of letter of acceptance, whichever is earlier, or makes any modification in the terms and conditions of the tender, which are not acceptable to the NU.

We undertake to pay to the Owner, without any protest or demur, an amount equal to the amount specified in this Bank Guarantee or part thereof upon receipt of the first written demand received from the Owner, without the Owner having to substantiate his demand, provided that in his demand the Owner will clearly note that the amount claimed by him is due to him owing to occurrence of one or any of the above conditions, specifying the occurred condition or conditions entitling the Owner to claim the amount under the present Bank Guarantee.

This Guarantee will remain in force up to and including the date ---------- (validity period of six months from the last date of receipt of the Tender) after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it

may be extended by the Owner, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE: …… SIGNATURE OF THE BANK:

.
SEAL:
WITNESS: ……
(SIGNATURE, NAME AND ADDRESS)

*(**To be executed by and between the Owner and the successful Bidder***

FORMAT OF **AGREEMENT**

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

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

_____
_____

_____
_____,
(Name and address of the successful Bidder) ("Contractor") of the SECOND PART

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

Whereas the Owner is desirous of CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT 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 CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT 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;
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 _____ _____

Percentage Rate Tender & Contract for Works

(A) Tender for the work of: - This tender is invited IN E-TENDERING MODE for the Construction of Non Residential Buildings of Nalanda University Campus, comprising of Academic & Administration Buildings, Communication Centre, Students' Centre & Campus Amenities Buildings including Arcade & Amphitheatre, Campus Inn, International Centre, Dining hall, Faculty Club, School, Medical Centre and Infirmary, Sports Centre Cricket Pavilion and Sports Field, Commercial Market , Bank and Post Office, all services buildings including necessary infrastructure development works (comprising all Civil, Structural, Finishing Work, wired & piped services and Related Infrastructure Facilities, miscellaneous works), Water Bodies, Electrical Sub Stations and foundations for Solar PV Panels, Underground and Overhead Tanks for Domestic Water, Rain Water and Treated Grey Water, - collection and distribution of all varieties of water for use in the campus, Development of Footpaths, Walkways and Hard Landscape areas etc., Providing Concrete Pavement to Internal Roads for Nalanda University (NU) Project.

i) To be submitted by the bidders in hard copy in the New Delhi office of Nalanda University, up to 03:00 PM on _____
ii) To be opened in presence of Bidders who may be present a 03:30 PM on the same day in the New Delhi office of Nalanda University.

TENDER

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

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

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

A sum of **Rs 4,95,00,000/-** (Rupees four crore ninety five lakh only) is hereby forwarded in the form of a Receipt of Deposit at Call receipt/ a demand draft of a Scheduled Bank and a bank guarantee issued by a Scheduled Bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period and form, I/We agree that NU shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that NU shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by Owner towards security deposit to execute all the works referred to in the tender

documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause Deviations/Variations Extent and Pricing of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred from participating in the re-tendering process of the work.

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

Dated — Signature of Contractor

Witness

Name …… — Name ……

Address …… — Address ……

Occupation …… — Telephone ……

ACCEPTANCE

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

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

(a)
(b)
(c)

Dated — For & on behalf of NU

Signature

Form of Performance Security (Guarantee)

Bank Guarantee Bond

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

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

2. We, …….(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Owner stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees …….only)

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

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

5. We, ……. (indicate the name of the Bank) further agree with the Owner that the owner shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Owner against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said

Contractor(s) or for any forbearance, act of omission on the part of the Owner or any indulgence by the Owner to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

Dated the ……..day of ……for……. (Indicate the name of the Bank)

Brief Particulars of the Work

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

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

The whole campus is planned to be constructed in two phases. The first phase will be of approximately 1,17,400 Sqm of Built up area. The construction is planned to be a combination of Load Bearing Compressed earth Block Masonry for Faculty Housing and Students Hostel and Framed RCC/Steel structure for Academic and Administrative Buildings.

Sr. No	Facilities	Structure	Area in Sqm.
1	Academic/Administrative and Non-residential buildings, Dining Hall, Communication Centre, Students Amenities, School.	Framed Structure	47800

However for the purpose of sub-phasing within the present Phase I, the buildings are to be completed in a phased manner as indicated in Schedule F – Milestones.

Scope of works under this Tender:

1. **Civil works including Pathways and Infrastructure works**

2. The Present scope of the work includes Construction of Non Residential Buildings of Nalanda University Campus, comprising of Academic & Administration Buildings, Communication Centre, Students' Centre & Campus Amenities Buildings including

Arcade & Amphitheatre, Campus Inn, International Centre, Dining hall, Faculty Club, School, Medical Centre and Infirmary, Sports Centre Cricket Pavilion and Sports fields, Commercial Market, Bank and Post Office, all services buildings including necessary infrastructure development works (comprising all Civil, Structural, Finishing Work, wired & piped services and Related Infrastructure Facilities, miscellaneous works), Water Bodies, Electrical substations and Foundations for Solar PV Panels, Underground and Overhead Tanks for Domestic Water, Rain Water and treated Grey Water - collection and distribution of all verities of water for use in the campus, Development of Footpaths, Walkways and Hard Landscape areas etc., Providing Concrete Pavement to Internal Road for Nalanda University (NU) Project

The Contractor will be required to set up a manufacturing facilities for the production of Compressed Stabilized Earth Blocks from the selected earth available from Excavation for various Building Foundations/ water bodies. The Contractor will be required to get the Burnt clay bricks manufactured specially for this project, of non-modular size of 230 mm x 110 mm x 50 mm thickness to be used for various buildings and landscape structures as detailed out in Architectural drawings. The contractor is also expected to get manufactured and use in the works, the CSE Blocks and burnt clay bricks with Mortar frog made as per a unique design prepared as per the instruction of Nalanda University and the Architect Consultants. The contractor is expected to execute the work with respect to requirements of Green Building Certification by GRIHA and Net Zero Energy, Water and Waste Management strategies. The Bidder is also required to work in co-operation with other agencies involved in Innovative Technologies for Desiccant Evaporative (DEVAP) Cooling of the Environment and the Building Envelops, Radiant Cooling of spaces, Construction of DEVAP Tower/s, Installation and Commissioning of Solar Photovoltaic electricity generation, Sewage treatment Plant of DEWAT type, etc.

3. Scope of MEP work:

The scope under this contract shall include the MEP works installation for the project. This includes all components, equipment, and materials as per the MEP design specifications, schedules, BOQ, documents and drawings. The work to be carried out under this contract shall cover the supply, installation, testing and commissioning of works shown in the drawings and specifications.

In general the work to be performed under this contract shall comprise, but not limited to, of the following:

a) Electrification Job for LMR / Head room for Lifts and its shaft electrification as per Single line diagram, BOQ, Specification and any other project document.

b) Plumbing electrification works as per Single line diagram, BOQ, Specification and any other project document.

c) Civil works including excavation for earth pits, Pole erection, laying of Hume pipes in soft/hard soil.

d) Electrification for landscape works.

e) SITC of sanitary fixtures, water supply piping and accessories, sewer drainage piping, storm water drainage, pumps, heat exchangers, hot water system, water treatment plants.

f) SITC of wastewater treatment system (DEWAT).

g) Liasoning and connection for sewer and storm water drainage with existing municipal line.

Contractor shall carry out and complete the said work under this contract in every respect in conformity with the current rules and regulations of the local statutory authority. The contractor shall furnish all labour and install all materials, appliances, equipment (except those items which will be supplied by the Owner to the contractor at site), necessary for the complete provision and testing of the MEP works as specified herein and shown on the drawings. This also includes any materials, appliances, equipment not specifically mentioned herein or noted on the drawings as being furnished or installed but which are necessary and customary to make complete installation shown on the schedule and described herein, properly in working condition.

4. Scope of Landscaping Work

Scope of work of the contract shall include, but not limited to, the following items:

Civil work related to Landscaping.

a) Paved areas- plaza, walkways, paving in natural stone slabs as well as cobbles, cement concrete blocks

b) Unpaved areas - jogging tracks, gravel courts, pebble courts, rammed earth courts

c) Plinths & platform elements - platforms, steps, segregator & edge definition walls

d) Feature & freestanding elements - feature walls, columns & colonnades

e) Special structures pergolas, tensile structures

f) Sculpture installation

g) Structural & service components - service & emergency access, Kerbs, toe walls, boundary walls, ramps, retaining walls, gabion walls, reinforced earth stabilized walls

h) Street furniture like seats, bollards, signages, dustbins, tree guards, tree grating, fencing

i) Earthwork ,embankments, artistic land forms, slope stabilization, geotextile stabilized mound

GENERAL GUIDELINES FOR BIDDERS

1. GENERAL:

1.1 Letter of transmittal and forms, terms and conditions for deciding eligibility are given in this tender document.

1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. In case no information is to be provided in a particular column, "nil" or "no such case" or "not available" entry should be made in that column. If any particulars/query is not applicable in case of a bidder, "not applicable" shall be mentioned against such particular/query. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the tender being summarily disqualified and rejected entitling the Owner to forfeit the EMD and e-Tender Processing Fee without any further notice to the bidder. Tenders made by telegram or telex and including those received late shall not be entertained..

1.3 The tender should be type written. The bidder should sign each page of application. Scanned copies of these signed documents should be uploaded for online submission.

1.4 Over-writing should be avoided. Corrections, if any, should be made by neatly crossing out, initiating, dating and rewriting. Pages of documents in support of eligibility criteria are to be numbered. Additional sheets, if any added by the bidder, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.

1.5 References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the bidder should be attested by the first class judicial magistrate or equivalent or Group A Gazetted officer of Central or any State Government.

1.6 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged Work. Bidders are, however, advised not to furnish any superfluous information. No information shall be entertained after uploading of eligibility criteria document unless it is called for by the Engineer-in-Charge.

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

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

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

2. DEFINITIONS:

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

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

2.1 "Owner/Purchaser/Employer/NU" shall mean and refer to the Nalanda University, Rajgir, Bihar

2.2 "Vice Chancellor" shall mean and refer to the Vice Chancellor of NU

2.3 "Registrar" shall mean and refer to Registrar of NU

2.4 "Project Manager" shall mean and refer to the person/Project Management Consultant (PMC) nominated as Project Manager by NU and shall report to Engineer in Charge.

2.5 "Architect Consultants" shall mean and refer to the Consultants appointed by NU as Architect Consultants.

2.6 "Engineer in Charge" shall mean and refer to the authorized Engineer Officer appointed by NU who shall supervise and be In-Charge of the work.

2.7 "Bidder" shall mean and refer to an individual, proprietary firm, firm in partnership, limited company (private or public) or corporation but shall not include a joint venture and any special purpose vehicle.

2.8 "Year" means financial year unless stated otherwise.

2.9 "Market Rate" for any particular item shall be the rate as decided by the Engineer-In-Charge on the basis of the prevailing cost of materials, labour and machinery at the site (where the work is being executed) involved in executing that item.

3.0 METHOD OF APPLICATION:

3.1 If the bidder is an individual, the application for submitting tender shall be signed by such individual above the full type written name and current address.

3.2 If the bidder is a proprietary concern, the application for submitting tender shall be signed by the proprietor above full type written name and the full name of the proprietor firm with its current address.

3.3 If the bidder is a partnership firm, the application for submitting tender shall be signed by all the partners of the partnership firm above their full typewritten names and current address, or, alternatively, by one or more partners holding power of attorney for the firm and/or other partners. A notarized copy of such power of attorney shall be submitted along with the application and it must be disclosed that the firm is duly registered under the **INDIAN PARTNERSHIP ACT 1932**. The application shall also be accompanied with a notarized copy of the partnership deed and current addresses of all the partners of the firm.

3.4 If the bidder is a limited company or a corporation, the application for submitting tender shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder shall also furnish a notarized copy of the Memorandum and Articles of Association of the company.

4 FINAL DECISION MAKING AUTHORITY

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

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

6 SITE VISIT

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

Md. Arshad Iqbal,
Junior Engineer Civil, Nalanda University, Rajgir.
Email: miqbal@nalandauniv.edu.in

7 CRITERIA FOR TECHNICAL ELIGIBILITY (TECHNICAL TENDER)

7.1 The eligibility criteria applicable for the bidders for the present tender in terms of the scope of Work shall be:

7.1.1 The bidder should have satisfactorily completed three similar works each costing not less than Rs. 194 (one hundred ninety four) crores or completed two similar works each costing not less than Rs. 291 (two hundred ninety one) crores or completed one similar work costing not less than Rs. 388 (three hundred eighty eight) crores during the last seven (7) years ending previous day of the last day of submission of Tender. For this purpose cost of work shall mean gross value of the completed work. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.

For the purpose of the above clause, **"similar work"** shall mean **Construction of non-residential institutional buildings with RCC framed structure in any project including internal water supply, sanitary installation and electrical installation all executed under one agreement.**

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

7.2. The bidder should have an average annual financial turnover (gross) of **Rs 242 (two hundred forty two) crores** of building construction projects or on other construction works during the last three consecutive financial years ending 31st March 2016. The statement showing the gross average annual financial turnover duly audited by a chartered accountant shall be furnished by the bidder. Year in which no turnover is shown shall also be considered for working out the average.

7.3. A certificate from a Chartered Accountant duly certifying that the bidder has not incurred any loss (profit after tax should be positive) in more than two (2) years during the available last five consecutive financial years, ending 31st March 2016, shall be furnished by the bidder.

7.4. The bidder shall furnish a solvency certificate as may be certified by its bankers for a value, which is not less than **Rs. 194 (one hundred ninety four) crore**. Such certificate shall not be of a date, which is more than six months prior to the date of submission of tender.

7.5. The bidder shall have sufficient number of technical and administrative employees for proper execution of the work as per list. The bidder shall submit a list of employees working with it and clearly state the roles and responsibilities of such employees for execution of the Work within 15 days of award of work.

8. Evaluation Criteria for Eligibility (Technical Tender)

8.1 The documents for ascertaining the eligibility submitted by the bidders shall be evaluated in the following manner:

8.1.1. The initial criteria for eligibility prescribed in para 7.0 above in respect of experience of eligible similar works completed, loss, solvency and financial turn over etc. shall be first scrutinized and the bidder's eligibility for the work shall be determined.

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

(A)	**Financial strength (Form "A" and "B")** A Turnover B Solvency	**Maximum 20 marks** 16 4
(B)	**Experience in eligible similar nature of Work during last seven years (Form 'C').**	**Maximum 20 marks**
(C)	**Performance on Works (Time Over run) (Form 'D')**	**Maximum 20 marks**
(D)	**Performance on quality of eligible works executed (Form 'D')**	**Maximum 40 marks**
	Total =	**100 Marks**

To become eligible for shortlisting the bidder must secure at least fifty percent marks in each Section (Section A, B, C & D) and sixty percent marks in aggregate.

The Owner however reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

Note: Average value of performance of works for time overrun and quality shall be taken on the basis of performance report of the eligible similar works.

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

9. FINANCIAL INFORMATION

The bidder shall furnish the Annual Financial Statements for the preceding five (5) years in Form 'A' and Solvency Certificate in Form 'B'.

10. DISCLOSURE OF EXPERIENCE IN SIMILAR WORKS

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

10 ORGANISATION INFORMATION

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

12. LETTER OF TRANSMITTAL

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

13. OPENING OF THE FINANCIAL TENDER

After evaluation of the eligibility documents, a list of short listed bidders qualified in eligibility criterion shall be prepared. Thereafter, the financial tenders of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place in the presence of the qualified bidders or their representatives. The validity of the tenders shall be **120 (One hundred twenty)** days and shall be reckoned from the date of opening of the Technical Tender.

14. AWARD CRITERIA

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

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

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

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

INFORMATION REGARDING ELIGIBILITY CRITERION
LETTER OF TRANSMITTAL

From:

To

The **Registrar,**

Nalanda University, Rajgir, Bihar.

Dear Sir,

Subject: CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I) FOR NALANDA UNIVERSITY, AT RAJGIR, BIHAR.

Tender No: NU/ENGG/39/2016-17/01 dated 20 September 2016

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

a. I/We hereby certify that all the statement made and information supplied in the enclosed Forms A to H and accompanying statement are true and correct in all respects and no information has been concealed and misrepresented.

b. I/We have furnished all information and details necessary for certifying the eligibility and that no further pertinent information required to be shared remains undisclosed.

c. I/We hereby submit the requisite certified solvency certificate and authorize the Vice Chancellor, NU to approach the bank, issuing the solvency certificate to confirm the correctness and veracity thereof. I/We also authorize Vice Chancellor, NU to approach individuals, owners, firms and corporations to verify my/our competence and reputation.

d. I/We submit the following certificates in support of my/our suitability, technical knowledge and capability for having successfully completed the following works:

Sr.No.	Name of Work	Certificate from

Certificate:

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

Enclosures: Seal of bidder

Date of submission

SIGNATURE (S) OF BIDDER (S)

FORM A

FINANCIAL INFORMATION

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last **five (5)** years duly certified by the Statutory Auditors/ a Chartered Accountant (in case the appointment of a statutory auditor is not applicable), as submitted by the bidder to the Income Tax Department (copies of all the documents to be attached).

S. No.	Description	Years				
		2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
i)	Gross Annual turnover					
ii)	Turnover on construction works					
iii)	Profit/Loss					

i. Financial arrangements for carrying out the proposed work.

ii. Solvency Certificate from Bankers of bidder in the prescribed Form B

SIGNATURE OF BIDDER (S)

Signature of Chartered Accountant with Seal

FORM B

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

SOLVENCY CERTIFICATE

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

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

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

(Signature)

For the Bank

GENERAL INSTURCTIONS:

(1) Banker's Solvency Certificate must be on the letterhead of the bank issuing such certificate, sealed in a cover addressed to the Vice Chancellor, NU.

(2) In case the Solvency Certificate is issued at the request of a partnership firm, such certificate must include names of all partners as recorded with the Bank.

(3) The Solvency Certificate shall not be more than 6 months old from the original date of submission of tender.

FORM C

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

A	B	C	D	E	F	G	H	I	J
Sl No	Name of work/project and location	Owner or sponsoring organization	Cost of work in Crores	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									

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

SIGNATURE OF BIDDER (S)

FORM D (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 (as mentioned in work order)	
	(ii) Actual Date of Completion	
7	(i) Whether case of levy of compensation for delay has been decided or not. (ii) If decided, amount of compensation levied for delayed completion, if any	Yes/ No
8	Amount of reduced rate items, if any.	
9	Whether any litigation/ arbitration case pending/ in progress in respect of this work	
10	Performance Report	
	1) Quality of Work	Outstanding/Very Good/Good/Poor
	2) Financial Soundness	Outstanding/Very Good/Good/Poor
	3) Technical Proficiency	Outstanding/Very Good/Good/Poor
	4) Resourcefulness	Outstanding/Very Good/Good/Poor
	5) General Behaviour	Outstanding/Very Good/Good/Poor

Dated: Stamp:	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.

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.

FORM E

STRUCTURE & ORGANIZATION

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

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

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

SIGNATURE OF BIDDER (S)

FORM F

CRITERIA FOR ELIGIBILITY CRITERION EVALUATION OF CONTRACTORS

Sr. No.	Attributes	Max. Marks	Marks Obtained By the Bidder on Self-Assessment	Evaluation Criteria *1				Remarks
A	**Financial strength**	**20**		*(i) 60% marks for minimum eligibility criteria*				
1	Average annual turnover	16		*(ii) 100% marks for twice the minimum eligibility*				
2	Solvency Certificate	4		*criteria or more* *In between (i) & (ii) – on pro-rata basis*				
B	**Experience of Work during last seven years.**	20		*(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis*				
C	**Performance on works (time over run)**	**20**						
	Parameter			**SCORE**				
	Calculation for Points			1	2.0	3.0	>3.5	Maximum Marks (20)
1	Without levy of compensation			20	15	10	10	
2	With levy of compensation			20	5	0	-5	

3	Levy of compensation not decided			20	10	0	0	
	TOR (Time Over Run) = AT/ST, where AT=Actual Time; ST=Stipulated Time.							
	Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.							
D	**Performance of works (Quality)**	**40**		*(i) Outstanding Quality - 40 Marks* *(ii) Very Good Quality – 30 Marks* *(iii) Good Quality - 20 Marks* *(iv) Poor Quality – 0 Marks.* ***In case eligible similar works being more than one, average value of performance for quality shall be taken on the basis of report of these works as per Form D.*** *This evaluation will be done by the Tender Evaluation Committee (TEC) appointed by Nalanda University on the basis of certificates submitted by the bidders as per the prescribed format given in Form D on the letter head of the respective owner duly signed by Clients' Executive Engineer or an equivalent officer. However for this purpose the Tender Evaluation Committee may also decide to adopt any other means in addition to as decided by the committee who may include visit of the site of project referred to by the bidder or any other project deemed fit by the Engineer In Charge.*	**For this criteria, the bidder may quote the quantity from ANY of the completed works in the last 7 years**

				The bidder shall submit precise certificate given by the respective Owner / Client signed by an officer not below the rank of Executive Engineer or equivalent as prescribed under Form D along with photographic evidence to support evaluation for this category.	

FORM G

GENERAL INSTRUCTIONS FOR THE AFFIDAVIT:

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

AFFIDAVIT FOR SITE VISIT

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

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

DEPONENT

VERIFICATION

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

DEPONENT

Requirement of technical Staff

Technical Staff

The bidder shall deploy sufficient number of technical and administrative employees for smooth execution of the Work. However Minimum Technical Staff to be deployed at site at all times during the execution of the work will be as per following table. The bidder shall submit a list of employees stating clearly the responsibility to be assigned to each of such employees. Further, the bidder shall have the capability and resources to arrange at least 50±10% numbers of skilled operators etc. and 75 ±10% numbers of unskilled labourers per day continuously for various stages of the Work. The bidder shall have to demonstrate the capability to arrange such workers and additional numbers as per the requirement assessed by the Engineer-in-Charge for timely completion of various stages of the Work. The capability as claimed by the bidder shall be supported by the past performance and an undertaking.

Technical Staff	Requirement of Technical staff		Minimum experience of construction work (Years)
	Qualification	Number	
Civil Engineers	• Project Leader Graduate Engineer	1	20
	Deputy Project Manager Graduate Engineer	1	15
	• Site Mangers Graduate Engineer	5	5
	Or		
	Diploma Engineer	5	10
	Iv. Foreman	10	6
	• Supervisors	20	8
PHE Engineers	Graduate Engineer	1	10
	Graduate Engineer	1	4
	Or		
	Diploma Engineer	1	8

Electrical Engineers	Graduate Engineer Graduate Engineer Or Diploma Engineer	1 2 2	10 4 4
Quality Assurance/Quality Control	Graduate Engineer	2	8

SECTION 2

PROFORMA OF SCHEDULES: A TO F

SCHEDULE A

SCHEDULE OF QUANTITIES

As per Separate sheet Attached with this NIT

SCHEDULE B

Schedule of materials to be issued to the Contractor

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

SCHEDULE C

Tools and plants to be made available to the Contractor:

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

SCHEDULE D

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

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

SCHEDULE E

Reference to General Conditions of Contract.

Name of Work: Construction of Non Residential Buildings of Nalanda University Campus, comprising of Academic & Administration Buildings, Communication Centre, Students' Centre & Campus Amenities Buildings including Arcade & Amphitheatre, Campus Inn, International Centre, Dining hall, Faculty Club, School, Medical Centre and Infirmary, Sports Centre Cricket Pavilion and Sports Fields, all services buildings including necessary infrastructure development works (comprising all Civil, Structural, Finishing Work, wired & piped services and Related Infrastructure Facilities, miscellaneous works), Water Bodies Electrical Substations and Underground and Foundations for Solar PV Panels, Overhead Tanks for Domestic Water, Rain Water and Treated Grey Water - collection and distribution of all verities for water for use in the campus, Development of Footpaths, Walkways and Hard Landscape areas etc., Providing Concrete Pavement to Internal Roads for Nalanda University (NU) Project.

Estimated cost of work: **Rs. 485.19 Crores (Rupees Four hundred eighty five crore nineteen lakh only)**

Earnest Money: **Rs. 4,95,00,000/- (Rs four crore ninety five lakh only)**

(ii) Performance Guarantee: 5 % (Five percent) of tendered value

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

SCHEDULE F (GENERAL RULES & DIRECTIONS)

1. **Authority Inviting Tender – The Registrar, Nalanda University, Rajgir, Bihar.**

2. **Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses "Deviation, Extra items and pricing & Deviation substituted items and pricing" Please refer below.**

Definitions:

Sr. No	DESCRIPTION	DETAILS
1	**Owner**	Vice Chancellor, Nalanda University, Rajgir, Bihar
2	**Tender Accepting Authority**	Registrar, Nalanda University Rajgir, Bihar
3	**Engineer In charge**	Authorized Engineer Officer appointed by NU.
4	**Project Manager**	Nominated Person/PMC by NU
5	**Architect Consultant**	Consultant, appointed by NU as Architect Consultant.
6	**Percentage on cost of materials and Labour to cover all overheads and profits for Extra Items**	15% For Civil works, MEP and Landscape items. 20% for Road work Items.
7	**Rates considered for Estimate**	DSR 2014 & Market Rates as applicable. For Road Items Rates as per SOR of Road Construction Department of Bihar and as per MoRTH Data book. - (with correction slips issued up to the previous day of the last date of submission of tenders),

CLAUSE 1: Performance Guarantee

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

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

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

CLAUSE 5: Time and Extension for Delay

1	**Number of days from the date of issue of letter of acceptance for reckoning date of start.**	30 (thirty) days.

Milestone(s) as per table given below:-

Though the overall time of completion is 36 months the contractor shall complete all the buildings/structures such that the buildings are ready for occupation in all respects, strictly conforming to the time limit specified for such items. Any delay in achieving specified timeline given in the Milestones (as mentioned below) of these building shall invite withholding of payments as indicated against each and every Milestone:

Project Milestone Schedule:			
Sr. No.	**Description of Milestone (Physical)**	**Time allowed in Months (from date of start)**	**Amount to be with-held in case of non-achievement of milestone**
Milestone of Works (Time duration 36 Months)			
1	Completion of Structure of building including all finishing & internal services work For Out Reach Centre & Preparation of Mock up for all Finishing Items Under Instructions from EIC	9-Months	0.5% of tendered amount
2	Completion of Outreach Centre Including, Finishing of building, Installation & Commissioning of all Internal Electrification, Plumbing, works to be tested as Mock up for all other Buildings	12- Months	0.5% of tendered amount.
3	Completion of structural work up to plinth level for all other Buildings coming under the scope of this tender	15- Months	0.25% of tendered amount.
4	Completion of Structure for Academic and Administration Buildings, Communication Centre, Campus Inn, International Centre and Dining Hall Buildings.	21-Months	0.5% of tendered amount

5	Construction of Structures for all other Buildings in the Entire Campus coming under the scope of this tender.	27- Months	0.5% of tendered amount
6	Finishing work of Academic, Administration Building, Communication Centre, Campus Inn, International Centre and Dining Hall Including Electrical and Plumbing Services.	30 -Months	0.25% of tendered amount
7	Completion of all other Building works Including Commissioning of all services of Electrical Installations, Water Tanks, DEWATT units, Installation and commissioning of External water supply, drainage, street lights, Finishing of all Pathways, Roads and other Infrastructure work under the scope of this tender	36-Months	0.5% of tendered amount

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

1	**Total Time allowed for execution of work**	36 (Thirty Six) Months
2	**Authority to decide Extension of Time**	Vice Chancellor, Nalanda University, Rajgir, Bihar
3	**Rescheduling of Milestones**	Engineer In Charge, and the Rescheduling is to be approved by Vice Chancellor, Nalanda University (NU)

CLAUSE 7: Payment on Intermediate Certificate to be regarded as Advances

1	**Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.**	Minimum Value shall be Rs. 4.0 Crores per Running Bill (this limit of Rs. 4 crore will not apply to the first running bill and last running bill preceding the final bill).

Clause 7A

1	**Whether Clause 7 A shall be applicable**	Yes

List of Testing Equipment.

1	**List of Testing equipment to be provided by the contractor at site laboratory.**	As per (Table-1) of Annexure-1 attached.

CLAUSE 10B (i) & 10B (ii): Secured Advance & Mobilization Advance.

1	**Secured advance on Non-perishable materials & Mobilization Advance.**	Applicable as per detailed clause.

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

S. No.	Materials Covered under this clause	Nearest Materials (other than cement*, reinforcement: bars, the structural steel and POL) for which All India Wholesale Price Index to be followed:	Base Price and its corresponding period of all the Materials covered under clause 4.20 As per Circular dated 11.4.2016 for Eastern Zone II
1	Cement		Rs. 6000/ Per M.T. March 2016
2	Reinforcement Steel Primary producer		Rs. 41,300/- per M.T. March 2016
3	Structural steel		Rs. 39,400/- per M.T. March 2016
4	POL	Diesel	Rs. 50.77 31st March 2016

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

Schedule of component of other Materials, Labour etc. for price escalation.

Category of Work	**Labour**
Building	25%
Road Works & Pavements	5%
External sewerage	10%
External Water Supply	5%
Electrical & Other Services	5%

CLAUSE 11: Work to be executed in accordance with Specifications, Drawings, and Orders etc.

1	**Specifications**	Detailed Specifications and related IS codes For Civil & MEP works. MoRTH Specifications and related IRC/IS codes for Road works.

CLAUSE 12: Deviations/Variations/ Extent and Pricing

1	**Deviation limit beyond clause 4.23 shall apply for all building work (Above plinth level).**	30 % (Thirty per cent).
2	**Deviation Limit beyond clauses 4.23 for work up to plinth level**	100% (One Hundred per cent)

Note: - For concrete road work, all items of work above Wet Mix Macadam (WMM) level shall be treated as work other than foundation.

CLAUSE 16: Action in casework not done as per Specifications

1	**Competent Authority for deciding reduced rates.**	Engineer in Charge

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

4	**Defects Liability Period**	24 months from completion of the project as a whole.

CLAUSE 25: Settlement of Disputes

1	**Settlement of Disputes**	Committee appointed by NU

Employment of Technical Staff and employees

Requirement of Technical Representative(s) in progressive manner in satisfaction of Project Manager & Engineer-In-Charge with its recovery Rate.

S. No.	Minimum Qualification of Technical Representative	Discipline	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause Figures
1	Project Manager with degree in Engineering	Civil	Twenty Years	One	Rs. 1,25,000/- p.m.
2.	Graduate Engineer	Civil	Fifteen Years	Two	Rs. 75,000/- p.m.
3.	Graduate Engineer or Diploma Engineer	Civil	Five Years Eight Years	Four	Rs. 30,000/ p.m. Rs. 30,000/-p.m.
4	Forman	Civil	Fifteen Years	Six	Rs. 25,000/-p.m.
5	Supervisor	Civil	Ten Years	Ten	Rs. 20,000/-p.m.
6	Project Manager with degree in Engineering	PHE	Ten Years	One	Rs. 50,000/- p.m.
7.	Graduate Engineer or	PHE	Four Years	One	Rs. 30,000/ p.m. Rs. 30,000/ p.m.

	Diploma Engineer		Eight Years		
8	Project Manager with degree in Engineering	Electric	Ten Years	One	Rs. 50,000/- p.m.
9.	Graduate Engineer or Diploma Engineer	Electric	Four Years Eight Years	One	Rs. 30,000/ p.m. Rs. 30,000/-
10.	Graduate Engineer	Quality Assurance/ QC	Eight Years	One	Rs. 30,000/-

ANNEXURE-1

(TABLE-1)

Equipment for Testing of Materials & Concrete at Site Laboratory

All necessary equipment for conducting all necessary tests shall be provided at the site laboratory by the Contractor at its own cost. The following minimum laboratory equipment shall be set up at the Site office laboratory: Laboratory equipment must be complying with latest applicable standards and shall be calibrated from time to time as per Instruction of Engineer-in-Charge.

Sl. No.	Equipment	Numbers Required (Minimum)
1.	Automatic Cube testing machine (100MT capacity)	2
2.	Slump cone	10
3.	Vicat apparatus with Desk pot	2
4.	Megger & earth resistance tester	4
5.	Pumps and pressure gauges for hydraulic testing of pipes	4
6.	Weighing scale platform type 100 Kg capacity	4
7.	Graduated glass cylinder	As per requirement
8.	Sets of sieves for coarse aggregate [40; 20; 12.5, 10; 4.75mm]	4
9.	Sets of sieves for fine aggregate [4.75; 2.36; 1.18; 600; 300 & 150 micron]	4
10.	Sieve Brushes	2
11.	Cube moulds size 70mmx70mmx70mm	18
12.	Cube moulds size 150mmx150mmx150mm	72
13.	Ultrasonic Test Equipment (For concrete)	1
14.	Hot air oven temp. Range 50^0c to 300^0c	2
15.	Electronic balance 600gx0.1g. 10kg and 50 kg	3
16.	Physical balance weight up to 5 kg	1
17.	Digital thermometer up to 150oc	2

18.	Air Content of concrete testing machine	2
19.	Measuring jars 100ml, 200ml, 500ml	5 Nos. each size
20.	Gauging trowels 100mm & 200mm with wooden handle	4 Nos. Each size
21.	Spatula 100mm & 200mm with long blade wooden handle	2 Nos. Each size
22.	Vernier callipers 12" & 6" size	5 each
23.	Digital PH meter least count 0.01mm	2
24.	Digital Micrometre least count. 0.01mm	1
25.	Digital paint thickness meter for steel 500 micron range	2
26.	GI tray 600x450x50mm, 450x300x40mm, 300x250x40mm	4 Each
27.	Electric Motor mixer 0.25 cum capacity	1
28.	Rebound hammer test digital rebound hammer	1
29.	Screw gauge 0.1mm-10mm, least count 0.05	5
30.	Water testing kit	2
31.	Motorized sieve shaker	2
32.	Pruning Rods 2 Kg weight length 40 cm and ramming face 25 mm2	4
33.	Extra Bottom plates for 15 cm cube mould	6
34.	Standard Vibration Table for gauging the cubes	2
35.	Pocket concrete penetro meter 0 to 50kg/ sq.cm	2
36.	Concrete temperature measuring thermometer with Brass protection sheath 0- 100 degree centigrade	2
37.	Mortar Cube vibrator	1
38.	Dial type spring balance preferable with zero correction knob capacity 100 kg reading to ½ kg.	2

39.	Counter scale capacity 1 kg and 10 kg	1 each
40.	Iron Weight of 5 kg, 2 kg, 1 kg, 500 gm, 200 gm, 100 gm	2 each
41.	Brass Weight of 50 gm, 20 gm, 10 gm, 5 gm, 2 gm, 1 gm	2 each
42.	Measuring cylinder TPX or Poly propylene capacity 100 ml, 500 ml, 250 ml, 100 ml	2 each
43.	Pyrex, corning or Borosil beakers with cover capacity 500 ml, 200 ml, 50 ml	2 each
44.	Wash Bottles capacity 500 ml	2 each
45.	Thermometers 1-100 degree centigrade/ max. and Min/ Dry and wet with table	1
46.	Set of box spanner ratchet	2
47.	Hammer 1lb & 2lb	5 each
48.	Rubber Hammer	4
49.	Hacksaw with 6 blades	1
50.	Measuring tape 2 Mtr	5
51.	Depth gauge 20cm	2
52.	Steel Foot Plate	2
53.	Shovels & Spade	6
54.	Steel plates 5 mm thick 75x75 cm	2
55.	Plastic or G.I. Buckets 15 ltr, 10 ltr, 5 ltr	2 each
56.	Wheel Barrow	3
57.	Floor Brushes, hair dusters, scrappers, wire brush, paint brushes, shutter steel plat oil, kerosene with stove etc.	3
58	Rapid moisture Meter as per IS : 2720(Part - 2) - 1973	1
59	Modified Proctor Density testing apparatus, as per IS : 2720 (part-8) -1983.	1
60	Apparatus for Grain Size Distribution of soil for both Sieve Analysis Hydrometer analysis, as per IS: 2720 (part-4) -1985.	1

61	Apparatus for Liquid Limit & Plastic Limit of soil, as per IS: 2720 (part-5) -1985.	1
62	Apparatus for Field Dry Density test of soil by Sand-Replacement method, as per IS : 2720 (part-28) -1974.	1
63	Apparatus for Relative Density test of sandy soil as per IS : 2720 (part-14) -1983	1
64	Apparatus for Free Swell Index Test as per IS : 2720 (part-40) -1977	1
65	Apparatus for Swelling Pressure Test as per IS : 2720 (part-41) -1977	1
66	All necessary accessories for the above.	
67.	Any other equipment for site tests as outlined in BIS and as directed by the Engineer-in-charge.	

SECTION 3

GENERAL RULES & DIRECTIONS

General Rules & Directions:

1. The Tender shall state the work to be carried out, the date for submitting and opening tenders and the time allowed for executing the Work, the amount of earnest money to be deposited with the tender, the amount of the security deposit and performance guarantee to be deposited by the successful bidder and the percentage if any, to be deducted from the security deposit. Copies of the specifications, designs and drawings and any other documents required in connection with the Work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the bidder at the office of NU during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on behalf of such partner by a person holding a valid power of attorney from such absentee partner specifically for the purposes of the tender. Such power of attorney shall be produced along with the tender. Any firm submitting its bid pursuant to the tender shall be duly registered under the Indian Partnership Act, 1932.

3. Receipts for payment made on account of completed Work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

4 A This tender being a Percentage Rate Tender, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if:-

1. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
2. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
3. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

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

4B In case the lowest tendered amount (estimated cost +/- amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

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

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

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

5. The NU will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall there upon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned above. In the event of a tender being rejected, the earnest money shall thereupon be returned to the respective bidders without any interest on such earnest money.

6. The NU shall have the right of rejecting all or any of the tenders and shall not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the bidder shall not be considered as an acknowledgment for payment to the NU and the bidder shall be responsible for ensuring that a receipt signed by the NU or a duly authorized cashier is obtained for monies paid.

8. The bidders shall sign a declaration under the Officials Secret Act, 1923, for maintaining secrecy of the tender documents, drawings or other records connected with the Work awarded to the bidder. The unsuccessful bidders shall return all the drawings shared during the course of the tender process.

9. Use of correcting fluid, anywhere in tender document shall not be permitted. Such tender shall be liable to be rejected.

10. This tender being a Percentage Rate Tender, only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

11. This tender being a Percentage Rate Tender, the bidder shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

12. The Contractor whose tender is accepted, shall be required to furnish performance guarantee of 5% (five per cent) of the tendered amount within the period specified herein. Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

13**.** The bidder whose tender is accepted shall be required to furnish by way of Security Deposit for the fulfilment of the Contract, an amount equal to 2.5% of the tendered value of the work. The Security Deposit shall be collected by deductions from the running bills as well as final bill of the Contractor at the rates mentioned above. The Security Deposit shall also be accepted in cash or in the shape of Government securities, Fixed deposit receipt of a scheduled bank or State Bank of India will also be accepted for this purpose provided conformity advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the bidder, responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engineer-in-Charge/Architect Consultants with a copy to the Owner.

15. Sales-tax/VAT (except service tax), purchase tax, turnover tax, Excise duty, Entry Tax, Royalties, Labour Cess or any other tax applicable in respect of the Contract shall be payable by the Contractor and NU shall not entertain any claim whatsoever in respect of the same. However, in respect of service tax, same shall be paid by the Contractor to the concerned department on demand and it shall be reimbursed by the NU on recommendation of Engineer-in-Charge upon satisfaction that the requisite service tax has been actually and genuinely paid by the Contractor.

16. The contractor shall give a list of both Nalanda University officials/employees and/or any other official/employees of the Consultants appointed by NU in regard to this Project related to him.

17. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

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

19. The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the rules and orders issued there under from time to time. Any failure to so shall amount to a breach of the Contract and the Owner may in its discretion, without prejudice to any other right or remedy available in law, cancel the Contract. The Contractor shall

also be liable for any pecuniary liability arising on account of any violation under the provisions of the Apprentices Act, 1961.

SECTION 4

GENERAL CONDITIONS OF CONTRACT

Definitions

The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent Authority, Nalanda University and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-In-Charge/the Competent Authority at NU and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-

Work:

The expression work or works shall, mean unless there be something either in the subject or context repugnant to such construction the context otherwise requires be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

Site:

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

Contractor:

The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

Owner:

Owner shall mean the Vice Chancellor, Nalanda University, Rajgir, BIHAR and his/her successors.

Project Manager:

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

Architect Consultants:

Architect Consultants shall mean the Architect Consultant appointed by NU including its associate architects and their authorized consultants and Engineers to design and assist

the Engineer In Charge in monitoring the Architectural, Structural, Electrical, Plumbing, Acoustic, HVAC, Landscape and Infrastructure works and also to check quality, project scheduling, cost control, installation of systems and equipment in the Works and ensure that the same is done as per the drawings approved.

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

Accepting Authority:
Accepting Authority shall mean the authority mentioned in **Schedule 'F'**.

Expected Risk:
Expected Risk are risk due to riots (other than those on account of Contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Owner damage from aircraft, acts of God, such as earthquake, lightening and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority (i.e. either the Owner or an Agency appointed by the Owner) or causes solely due to use or occupation by Owner of the part of the Work in respect of which a certificate of completion has been issued or a cause solely due to Owner's faulty design of works..

Market Rate:
Market rate shall be the rate as decided by the Engineer-in-Charge in consultation with Architect Consultants and Project Management Consultant (PMC) on the basis of the cost of materials and labour at the site where the Work is to be executed plus the percentage mentioned in **Schedule 'F'** to cover all overheads and profits of the Contractor and approved by the NU.

Tendered value:

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

Date of commencement of work:

The Date of commencement of work shall be the date when contract comes into existence i.e. the date the Letter of Acceptance by NU is awarded or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicted in the tender document.

Scope & Performance

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

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

Works to be carried out

The Work to be carried out under the Contract shall, except as otherwise provided in these conditions shall include all labour, materials, tools and plants, equipment and transport to be provided at the cost and expense of the Contractor which may be required in preparation of and for and in the full and entire execution and completion of the Works. The descriptions given in the Schedule of Quantities (Schedule A) shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the Works as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender:

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities and Tender Documents, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors:

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

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

i) Description of Schedule of Quantities.

ii) Particular Specifications & Special Conditions,

iv) Additional Conditions

v) General Conditions

vi) Drawings

vii) CPWD Specifications

viii) Indian Standard Specifications of B.I.S.

ix) Indian Road Congress Specification

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

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

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

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

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

CLAUSES OF CONTRACT

CLAUSE.1 Performance Guarantee

(i)The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period as specified in schedule 'F' on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Bankers Cheque of any scheduled bank/Demand Draft of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Nalanda University as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Nalanda University to make good the deficit.

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

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

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

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

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

CLAUSE. 1A. Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Nalanda University, at the time of making any payment to him for work done under the contract to deduct a sum at the rate 2.5% (two decimal five per cent) of the gross amount of each running and final bill, till the sum deducted will amount to security deposit of 2.5 % (two decimal five per cent) of the tendered value of the work. Such deductions will be made and held by Nalanda University by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Government Securities or fixed deposit receipt. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Nalanda University as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Nalanda University to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Owner on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Nalanda University, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

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

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

Security deposit shall be released as follows:

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

CLAUSE. 2. Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 (Time and Extension for delay) or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or

remedy available under the law to the Owner on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule-F (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 (Time and Extension for delay) or that the work remains incomplete.

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

Compensation for delay of work **@** 1.5 % per month of delay to be computed on per day basis.

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

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Nalanda University. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5 (Time and Extension for delay), the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. Withholding of this amount on failure to achieve a milestone shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

2A Incentive for Early Completion

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

$$B = \frac{Tv}{5 \times Ts} \times \left\{ \left[Ts + \frac{(Fv - Tv)}{Tv} \times Ts \right] - Ta \right\}$$

Where

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

Tv = Tendered Value of the work in Rs _____

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

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

Fv = Value of gross work done as per final bill in Rs _____

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

CLAUSE. 3. When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer – in charge may without prejudice to any other rights or remedy against the Contractor in respect of any delay, inferior workmanship or any claims for damages and/or any other provisions of this contract or otherwise, whether or not the date of completion has or has not elapsed, 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, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner or shall omit to comply with the requirement of such notice for a period of seven days thereafter.

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

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.

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

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

(vi) If the contractor shall enter into a contract with Owner in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the

particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge

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

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

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

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

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

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

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

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

In the event of anyone or more of the above course(s) of action(s) being adopted by the Engineer-in-Charge the Contractor shall have no right to claim compensation for any loss sustained by him by reason of his having purchased or procured any materials

or entered into any engagement or made any advances on account or with a view to the execution of the Work or the performance of the contract And In case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such Work and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.

CLAUSE 3A. Work cannot be Started Due to Reasons not within the Control of the Contractor.

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the Owner stating the failure on the part of Owner. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days.

If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit. A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 lacs.

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

In any case in which any of the powers conferred upon the Engineer-in-Charge by Clause 3 (when contract can be determined) thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such

removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE. 5 Time and Extension for Delay

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

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

Project management shall be done using Primavera Software.

PROGRAMME CHART

(i) The Contractor shall prepare an integrated programme chart in Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the program within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the above programme1q.

(ii) The programme chart should include the following:

(a) Descriptive note explaining sequence of the various activities.

(b) Network (PERT / CPM / BAR CHART).

(c) Programme for procurement of materials by the contractor.

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

contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

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

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

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

5.2 If the work(s) were delayed by: -

(i) Force majeure, or

(ii) Abnormally bad weather, or

(iii) Serious loss or damage by fire, or

(iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

(v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or

(vi) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.

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

5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as

indicated in Schedule-F. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

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

CLAUSE. 6. Measurement of Work Done

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

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

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

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

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

Except where any general or detailed description of the Work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items, which are not covered by specifications, measurements shall be taken in accordance with the

relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in-charge of the Work before covering up or otherwise placing beyond the reach of measurement any Work in order that the same may be measured and correct dimensions thereof may be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or placed beyond the reach of measurement any Work without the consent in writing of the Engineer-in-Charge or his authorized representative in charge of the Work who shall within the aforesaid period of 7 days inspect the work, and 'if any Work shall be covered up or be placed beyond the reach of measurement without such notice having been given or Engineer- in - charge's consent being obtained in writing, the same shall be uncovered at Contractor's expense or in default thereof no payment or allowance shall be made for such Work or of the material with which the same was executed.

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

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

CLAUSE. 6A. Computerized Measurement Book

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

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format suggested by the Engineer–in-charge so that a complete record is obtained of all the items of works performed under the contract.

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

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

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

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

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

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

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof

no payment or allowance shall be made for such work or the materials with which the same was executed.

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

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

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

The interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Engineer in charge in triplicate on or before the date of every month or as fixed for the same by the Engineer–in-charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule-F, in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in- Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 15th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asst. Engineer together with the account of the material issued by the Owner, or dismantled materials, if any. 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 reconstructed or re-erected. Any certificate given by the Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof

shall not in any respect conclude, determine or affect in any way powers of the Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

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

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

CLAUSE 7A

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

CLAUSE 8 Completion Certificate and completion plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A Contractor to keep site clean

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

CLAUSE 8B Completion plans to be submitted by the contractor

This Clause is deleted because it is pertaining to Electrical works.

CLAUSE.9 Payment of final bill

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

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

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

societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

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

CLAUSE. 10. Materials supplied by the Owner

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

CLAUSE. 10A Materials to be provided by the Contractor

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

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

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

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

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

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

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

CLAUSE. 10B Secured Advance on Non-perishable Materials

(i)The contractor, on signing an indenture in the form to be specified by the Engineer-in- Charge, shall be entitled to be paid during the progress of the execution of the work up to 90% (Ninety per cent)of the assessed value of any materials which are in the opinion of the Engineer in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract.

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

Mobilization Advance

(ii) Mobilization advance not exceeding 10% (Ten per cent) of the tendered value may be given, if requested by the contractor in writing within 1[One] month of the

order to commence the work. Such advance shall be in two or more instalments to be determined by the Engineer-in-Charge at his sole discretion. The first instalment of such advance shall be released by the Owner/Engineer-in-charge to the contractor on a request made by the contractor to the Owner/Engineer- in-Charge in this behalf. The second and subsequent instalments shall be released by the Owner /Engineer- in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment to the entire satisfaction of the Engineer-in-Charge.

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

(iii) An advance for plant, machinery & shuttering material required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery which in the opinion of the Engineer-in-charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% percent of the tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. In the case of second hand and used plants and equipment, the amount of such advance shall be limited to 50% of the depreciated value of plant and equipment as may be decided by the engineer in-Charge. The contractor shall, if so required by the Engineer-in-Charge, submit the statement of value of such old plant and equipment duly approved by a Registered Value recognized by the Central Board of Direct Taxes under the Income- Tax Act, 1961. No such advance shall be paid on any plant and equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/- Seventy five per cent of such amount of advance shall be paid after the plant & equipment is brought to site and balance twenty five percent on successfully commissioning the same.

Leasing of equipment shall be considered at par with purchase of equipment and shall be covered by tripartite agreement with the following:

- Leasing company which gives certificate of agreeing to lease equipment to the contractor.
- Engineer in Charge, and
- The contractor.

This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-Charge to be necessary for the works; (b) and are in working order and are maintained in working order; (c) hypothecated to the Government as specified by the Engineer-in-Charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the engineer

in- Charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum. For this purpose, steel scaffolding and form work shall be treated as plant and equipment. The contractor shall insure the Plant and Machinery for which mobilization advance is Sought and given, for a sum sufficient to provide for their replacement at site. Any amounts not recovered from the insurer will be borne by the contractor.

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

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

Draft of Bank Guarantee for Mobilization Advance

In consideration of the Vice Chancellor, Nalanda University, Rajgir, Bihar (hereinafter called "The NU") having offered to accept the terms and conditions of the agreement No._____ dated_____ between Nalanda University, Rajgir, Bihar and M/s. _____ (hereinafter called "the said Contractor(s)") for CONSTRUCTION AND DEVELOPMENT WORKS OF NON-RESIDENTIAL BUILDINGS PARCEL OF PROPOSED PERMANENT CAMPUS (PHASE I), (hereinafter called "the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs…… (Rupees……..only) as a guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement, in connection with the said Contractor's request for Mobilization Advance of Rs._____ for utilizing it for the purpose of the said Agreement.

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

We, ……(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from The NU stating that the amount claimed as required to meet the recoveries due of likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees. Only)

We, the said bank further undertake to pay The NU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

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

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

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

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

This guarantee shall be valid up to ……..Unless extended on demand by the NU. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees in words) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the ……day of ……for …… (Indicate the name of the Bank)

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

This clause is not applicable since Clause 10 CA and 10 CC are applicable.

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

If after submission of the tender, the price of materials specified in Schedule F increases/ Decreases beyond the base price(s) as indicated in Schedule F for the work, then the amount of the contract shall accordingly be varied and provided further that any such variations shall be effected for stipulated period of Contract including the justified period extended under the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to Indices prevailing at the time of updated stipulated date of completion considering the effect Of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).

The increase/decrease in prices of cement, steel reinforcement, structural steel and POL shall be determined by the Price indices issued by the Director General, CPWD. For other Items provided in the Schedule 'F', this shall be determined by the All India Wholesale Price Indices of materials as published by Economic Advisor to Government of India, Ministry of Commerce and Industry. Base price for cement, steel reinforcement, structural steel and POL shall be as issued under the authority of Director General CPWD applicable for Delhi Including Noida, Gurgaon, Faridabad & Ghaziabad and for other places as issued under the authority of Zonal Chief Engineer, CPWD and base price of other materials issued by concerned Zonal chief Engineer and as indicated in Schedule 'F'. In case, price index of a particular material is not issued by Ministry of Commerce and Industry, then the price index of nearest similar material as indicated in Schedule 'F' shall be followed.

The amount of the contract shall accordingly be varied for all such materials and will be worked out as per the formula given below for individual material:-

Adjustment for component of individual material

$$V = P \times Q \times \frac{Cl - CI0}{CI0}$$

Where,

V = Variation in material cost i.e. increase or decrease in the amount of Rupees to be paid or recovered.

P = Base Price of material as issued under authority of DG, CPWD or

Concerned Zonal Chief Engineer and as indicated in Schedule "F".

Q = Quantity of material brought at site for bonafide use in the works since previous bill excluding any such quantity consumed in the deviated quantity of items beyond deviation limit and extra /substituted item, paid/to be paid at rates derived on the basis of market rate under clause 12.2.

CIo = Price index for cement, steel reinforcement bars structural steel and POL as issued by the DG, CPWD and corresponding to the time of base price of respective material indicated in Schedule 'F'. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce and corresponding to the time of base price of respective material indicated in Schedule 'F'.

CI = Price index for cement, steel reinforcement bars, structural steel and POL as issued under the authority of DG, CPWD for period under consideration. For other items, if any, provided in Schedule 'F', All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

NOTES

I. In respect of the justified period extended under the provisions of Clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/ tendered cost) shall be considered.

Provided always that provisions of the preceding Clause 10 C (as per GCC 2014 of CPWD) shall not be applicable in respect of Materials covered in this Clause.

II. If during progress of work or at the time of completion of work, it is noticed that any material brought at site is in excess of requirement, then amount of escalation if paid earlier on such excess quantity of material shall be recovered on the basis of cost indices as applied at the time of payment of escalation or as prevailing at the time of effecting recovery, whichever is higher.

III. Cement mentioned wherever in this clause includes Cement component used in RMC brought at site from outside approved RMC plants, if any.

IV. The date wise record of ready mix concrete shall be kept in a register and the cement consumption for the same shall be calculated accordingly.

V. If built-up steel items are brought at site from workshop, then the variation shall be paid for the structural steel up to the period when the built up item/finished product is brought at site.

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

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Owner in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost).

No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-

(i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.

(ii) The cost of work on which escalation will be payable shall be reckoned as below

(a) Gross value of work done up to this quarter: (A)
(b) Gross value of work done up to the last quarter :(B)
(c) Gross value of work done since previous quarter (A-B) (C)
(d) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) fresh paid in this quarter) (D)
(e) Full assessed value of Secured Advance (excluding materials Covered under Clause 10 CA) recovered in this quarter :) (E)
(f) Full assessed value of Secured Advance for which escalation Payable in this quarter (D-E): (F)
(g) Advance payment made during this quarter: (G)
(h) Advance payment recovered during this quarter: (H)
(i) Advance payment for which escalation is payable in this Quarter (G-H): (I)
(j) Extra items/deviated quantities of items paid as per Clause 12 Based on prevailing market rates during this quarter: (J)

Then, M = C+F+I-J
N = 0.80 M (Since CPOH is generally 20% for Road works)

(k)Less cost of material supplied by the department as per Clause 10 and recovered during the quarter (K)

l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

Cost of work for which escalation is applicable:
W = N - (K + L)

(iii) Components for materials (except cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) labour, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender papers included in Schedule 'F'. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

(iv) The compensation for escalation for other materials (excluding cement, reinforcement bars, structural steel, POL or other materials covered under clause 10 CA) shall be worked as per the formula given below:-

a) Adjustment for civil component (except cement, structural steel, reinforcement bars, POL and other materials covered under clause 10CA) / electrical component of construction 'Materials'

$$Vm = W \times \frac{Xm}{100} \times \frac{MI - M0}{MI0}$$

Vm = Variation in material cost i.e. increase or decrease in the amount in Rupees to be paid or recovered.

W = Cost of Work done worked out as indicated in sub-para (ii) of Clause 10CC.

Xm = Component of 'materials' (except cement, structural steel, reinforcement bars POL and other materials covered under clause10CA) expressed as percent of the total value of work.

Ml = All India Wholesale Price Index for civil component/electrical component*of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/ Group Items for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group Items. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

Mlo = All India Wholesale Price Index for civil component/electrical component*of construction material as worked out on the basis of All India Wholesale Price Index for Individual Commodities/Group Items valid on the last stipulated date of receipt of tender including extension, if any, as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce and applying weightages to the Individual Commodities/Group items.

*__Note: relevant component only will be applicable__.

(i) The following principles shall be followed while working out the Indices mentioned in para (IV) above.

(a) The compensation for escalation shall be worked out at quarterly intervals and shall be with respect to the cost of work done as per bills paid during the three calendar months of the said quarter. The dates of preparation of bills as finally entered in the Measurement Book by the Assistant Engineer/ date of submission of bill finally by the contractor to the department in case of computerized measurement books shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three months after the month (excluding the month in which tender was accepted) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The index (MI/FI etc.) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than three months, the index Ml and Fl shall be the average of the indices for the months falling within that period.

(v) The compensation for escalation for labour shall be worked out as per the formula given below:-

VL: Variation in labour cost i.e. amount of increase or decrease in rupees to be paid or recovered.

W: Value of work done, worked out as indicated in sub-para (ii) above.

Y: Component of labour expressed as a percentage of the total value of the work.

LI: Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. (In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the minimum wage prevailing on the last date of quarter previous to the quarter pertaining to updated stipulated date of Completion considering the effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered cost, shall be considered.)

Llo: Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.

(vi) The following principles will be followed while working out the compensation as per sub-para (vi) above.

(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.

(b) The escalation for labour also shall be paid at the same quarterly intervals when escalation due to increase in cost of materials is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled adult male mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component

(vii) In the event the price of materials and/or wages of labour required for execution of the work decrease/s, there shall be a downward adjustment of the cost of work so that such price of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein before stated under this Clause 10CC shall mutatis mutandis apply, provided that:

(a) no such adjustment for the decrease in the price of materials and/or wages of labour aforementioned would be made in case of contracts in which the stipulated period of completion of the work is equal to or less than the time as specified in Schedule 'F'.

(b) The Engineer-in-Charge shall otherwise be entitled to lay down the procedure by which the provision of this sub-clause shall be implemented from time to time and the decision of the Engineer-in-Charge in this behalf shall be final and binding on the contractor.

(viii) Provided always that:-

(a) (Where provisions of clause 10CC are applicable, provisions of clause 10C will not be applicable but provisions of clause 10CA will be applicable.

(b) Where provisions of clause 10CC are not applicable, provisions of clause 10C and 10CA will become applicable.

Note: Updated stipulated date of completion (period of completion plus extra time for extra work for compensation under clause 10C, 10CA and 10CC, the factor of 1.25 taken into account for calculating the extra time under clause 12.1 for extra time shall not be considered while calculating the updated stipulated date of completion for this purpose in clause 10C, clause 10CA, and clause 10CC.

CLAUSE.10D Dismantled Material Owner's Property

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

CLAUSE. 11 Work to be executed in Accordance with Specifications, Drawings, and Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by Engineer-In-Charge i and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department specified in Schedule 'F' or in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

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

CLAUSE. 12Deviations / Variations Extent and Pricing

The Owner shall have power

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

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

conditions in all respects including price on which he agreed to do the main Work except as hereafter provided.

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

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

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

12.2 Deviation, Extra items and Pricing

In the case of extra items (items that are completely new, and are in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within prescribed time limit of one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

Deviation, Substituted items, Pricing

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

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

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

Deviation, Deviated Quantities, Pricing

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

by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

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

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

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

i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower.
ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level.
iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures: All works up to 1.2 metres above the ground level.
iv) For reservoirs/tanks (other than overhead reservoirs/tanks): All works up to 1.2 metres above the ground level.
v) For basement: All works up to 1.2 m above ground level or up to floor 1 level whichever is lower.
vi) For Roads, all items of excavation and filling including treatment of sub base

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

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

If at any time after acceptance of the tender, the Owner decides to abandon or reduce the scope of the Work(s) for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall act accordingly in the

matter. The Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.

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

i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.

ii) The Owner shall have the option to take over Contractor's materials or any part thereof either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Owner shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Owner, the cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

ii) If any materials supplied by Owner are rendered surplus, the same except normal wastage shall be returned by the contractor to Owner at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to Owner stores, if so required by Owner, shall be paid.

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

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

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

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

the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the contractor under the terms of the contract.

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

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

If Contractor

(i) At any time makes default during currency of the Work or does not execute any part of the Work with the due diligence and continues to do so after a notice in writing of 7 days from the Owner/Engineer-in-Charge; or

(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 or take effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Owner/Engineer-in-Charge; or

(iii) Fails to complete the Work(s) or items of Work, with individual dates of completion, on or before the date(s) so determined and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer-in-Charge.

The Engineer- in-Charge without invoking action under clause 3 (when Contract can be determined) may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Owner, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

a) Take possession of the site and any materials, constructional plant, implements, stores, etc. thereon; and/or

b) Carry out the part work/ part incomplete Work of any item(s) by any means at the risk and cost of the Contractor.

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

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing

to the contractor. Provided also that if the expenses incurred by the Authority are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

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

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

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

CLAUSE.15.Suspension of Work

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

a. On account of any default on the part of the Contractor or;

b. For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or

c. For safety of the Works or part thereof.
   The Contractor shall, during such suspension, properly protect and secure the Work(s) to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

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

a. The Contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25% for completion of the item or group of items of Work for which a separate period of completion is specified in the contract and of which the suspended Work forms a part, and;

b. If the total period of all such suspensions in respect of an item or group of items or Work for- which a separate period of completion is specified in the contract

exceeds thirty days, the Contractor shall, in addition to the compensation payable under the Contract be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension by adding thereto 2% (to such compensation payable) to cover indirect expenses of the Contractor; provided the Contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.

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

CLAUSE.16.Action in case work not done as per Specifications

All Works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the Work and all superior officers, officer of Quality assurance unit of the Owner or any organization engaged by the Owner for quality assurance and of the Chief Technical Examiner's Office, and the Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

If it shall appear to the Engineer-In-Charge or his authorized subordinates in charge of the Work or to the Chief Engineer in charge of Quality Assurance or his subordinate

officers or the officers of the organization engaged by the Owner for quality assurance or to the Chief Technical Examiner or his subordinate officers, that any Work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Contractor shall, on demand in writing, which shall be made within twelve months of the completion of the Work from the Engineer-in-Charge specifying the work, materials or articles complained of, notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the Work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of failing to do so within a period specified by the Engineer-in- charge in his demand aforesaid, then the Contractor shall be liable to pay compensation at the same rate as under clause 2 of the Contract (for non-completion of the work in time) for this default.

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

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

If the Contractor or his working people or servants shall break, deface injure or destroy any part of building in which they may be working, or any building road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the Work or any part is being executed, or if any damage shall happen to the Work while in progress, from any cause whatsoever, or if any defect, shrinkage or other faults appear in the Work within 12 (Twelve) months after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship, the Contractor shall upon receipt of a notice in writing on that behalf by the Engineer-in-Charge make the same good at his own expense or In default of the Contractor to make such payments, the Engineer-in Charge shall cause the same to be made good by other workmen and deduct the expense incurred from any sums that may be due or at any time thereafter may become due to the Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months after the issue of

the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

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

CLAUSE.18.Contractor to provide tools & plants etc.

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

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

CLAUSE.18A.Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Owner is obliged to pay compensation to workman employed by the contractor, in execution of the works, Owner will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Owner under sub-section (2) of Section 12, of the said Act, Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Owner to the contractor whether under

this contract or otherwise. Owner shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Owner full security for all costs for which Owner might become liable in consequence of contesting such claim.

CLAUSE.18B.Ensuring Payment and Amenities to Workers if Contractor fails

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

CLAUSE.19 .Labour Laws to be complied with, by the Contractor

The contractor shall obtain a valid license under the Contract Labour (Regulation & Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also comply with provision of the interstate migrant workmen (Regulation of employment & condition of services) Act 1979. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

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

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

CLAUSE 19A Child Labour:

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

CLAUSE 19B Payment of wages:

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

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

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

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

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

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

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

Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.

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

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

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

Clause 19C

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

CLAUSE 19D

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

1) The number of labourers employed by him on the work,
2) Their working hours,
3) The wages paid to them,
4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5) The number of female workers who have been allowed maternity benefit according to **"Leave and pay during leave Clause19F"** and the amount paid to them.

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

CLAUSE 19E

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

CLAUSE 19F Leave and pay during leave:

Leave and pay during leave shall be regulated as follows:

1. Leave:

(i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,

(ii) in the case of miscarriage – up to 3 weeks from the date of miscarriage.

2. Pay:

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

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

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

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

CLAUSE 19G

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

estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

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

CLAUSE 19 H

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

(i) (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft.) and the floor area to be provided will be at the rate of 2.7 sqm. (30 sq. ft.) For each member of the worker's family staying with the labourer.

(b) The contractor(s) shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.

(c) The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.

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

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

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

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

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

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

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

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

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

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

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

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

CLAUSE 19I

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

CLAUSE 19J Occupation of Buildings by Unauthorized persons

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

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

CLAUSE 19K Employment of skilled/semi-skilled workers

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

CLAUSE 19 L Contribution of EPF and ESI

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

CLAUSE. 20. Minimum Wages Act to be complied with

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

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

The contract shall not be assigned or sublet without the written approval of the Engineer-in-Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any officer or person in the employ of Owner or any of its formally appointed consultants in any way relating to their office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Engineer-in-Charge on behalf of the Owner (Nalanda University shall have power to adopt the course specified in Clause 3 (when contract can be determined) hereof in the interest of Owner and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE. 22. Compensation

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

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

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor

enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 (Work not be sublet Action in case of insolvency) hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21 (Work not be sublet. Action in case of insolvency)

CLAUSE. 24. Works to be executed under the Contract

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

CLAUSE.25 .Settlement of disputes & Arbitration

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

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

If the Owner fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Owner, the Contractor may, within 15 days of the receipt of the Owner's decision, give notice to the Owner to appoint an Arbitrator failing which the said decision shall be final, binding and conclusive and not referable to adjudication by the Arbitrator. It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

(b) Except where the decision has become final, binding and conclusive in terms of Sub Para (a) above, disputes or differences other than those, which have become final binding and conclusive shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Owner. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever,

another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

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

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

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

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

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

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

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

CLAUSE. 26. Contractor to indemnify Owner against Patent Rights

The contractor shall fully indemnify and keep indemnified the Owner against any action, claim or proceeding relating to infringement or use of any patent or design or

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

CLAUSE 27 Lump sum provision in Tender.

This Clause is deleted.

CLAUSE.28 Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge.

CLAUSE. 29 Withholding and lien in respect of sum due from contractor

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

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

Engineer-in-Charge or the Owner shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

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

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

CLAUSE. 29A Lien in respect of claims in other Contracts

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

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

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

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

CLAUSE. 31 Unfiltered Water Supply

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

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

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

CLAUSE 31A Departmental Water supply if available.

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

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

ii) The contractor shall make his own arrangement of water connection and laying of pipelines from existing main of source of supply.

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

CLAUSE 32. Alternate water arrangements

i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the Owner, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.

ii) The contractor shall be allowed to construct temporary wells in Owner's land for taking water for construction purposes only after he has got permission of the Engineer-in- Charge in writing. No charges shall be recovered from the contractor on this account, but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells

and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE. 33. Return of Surplus materials

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

CLAUSE. 34 Hire of Plant & Machinery

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

Clause 35. Conditions relating to use of asphaltic materials.

(i) The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the tar or bitumen used.

(ii) The contractor shall collect the total quantity of tar or bitumen required for the work as per standard formula, before the process of painting is started and shall hypothecate it to the Engineer-in-Charge. If any bitumen or tar remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material return to the contractors. Although the materials are hypothecated to Owner, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in- Charge in writing.

(i) The contractor shall be responsible for rectifying defects noticed within a year from the date of completion of the work and the portion of the security deposit relating to asphaltic work shall be refunded after the expiry of this period.

CLAUSE 36. Employment of technical Staff and employees

Contractors Superintendence, Supervision, Technical Staff & Employees

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

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

All the provisions applicable to the principal technical representative under the Clause will also be applicable to other technical representative(s) The principal technical representative and other technical representative(s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required, to the Engineer-in-Charge and or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative(s) shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and other technical representative(s) shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative(s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements/checked measurements/test checked measurements. The representative(s) shall not look after any other work other than this project. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule

'F' and decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. . Further if the contractor fails to appoint suitable technical Principal technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

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

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

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

CLAUSE. 37 Levy/Taxes payable by Contractor

(i) All statutory taxes, duties, Cess or any other payment or deduction due to be paid to any of the central, state or local authority including but not limited to Sales Tax/VAT (except Service Tax), Building and other Construction 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. The applicable and eligible service tax shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

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

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable

by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Owner and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

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

a) All Tendered rates under the Contract shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy or cess 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/cess, 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/or Engineer-in-Charge and shall also furnish such other information/document as the Engineer-in-Charge may require from time to time.

c) The Contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE. 39 .Termination of Contract on death of contractor

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

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

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

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

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

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

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

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

CLAUSE. 43. .Compensation during warlike situations

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

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Engineer-in-Charge (b) for any material

etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

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

CLAUSE. 44. Apprentices Act provisions to be complied with

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

CLAUSE. 45. Release of Security Deposit after labour clearance

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

SECTION 5

SPECIAL CONDITIONS OF CONTRACT

General instructions:

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

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

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

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

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

Submission of a tender by a bidder implies that he has read all the terms and conditions contained in this document and all other contract documents and has acquainted himself of the nature, scope and specifications of the Works to be executed. The Contractor shall also be deemed to have acquainted himself of the local conditions and other factors, which might have a bearing on the execution of the Works. **NU** shall in no event

be held liable for any loss/damage/harm for costs or otherwise caused to the Contractor due to such non-acquaintance.

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

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

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

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

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

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

The Contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923, Contract Labour (Regulation

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

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

Additional Definitions

Nominated Sub-Contractor:

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

Samples:

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

Shop drawings:

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

Submittals:

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

Virtual Completion:

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

Engineer in charge and submission of the same to the NU to start the Defect liability period of the contract.

Final Completion:

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

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

CLAUSE. 5.1: EARNEST MONEY

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

Deposit of earnest money

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

A part of earnest money is acceptable in the form of bank guarantee also. In such case, Rs 20.00 Lakhs of earnest money will have to be deposited in the form of a Receipt of Deposit at Call receipt/Demand Draft or Pay order or Banker`s Cheque of any Scheduled Bank drawn in favour of Nalanda University Rajgir, Bihar and balance in the form of Bank Guarantee of any Scheduled bank, which is to be scanned and uploaded by the intending bidders.

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

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

The Earnest Money will be returned to the unsuccessful bidders within a week from the date of award of tender. Entry of Demand Draft received as earnest money with the tenders may be kept in the Tender Opening Register, and these need not be deposited in the bank except for the successful bidder. The Earnest Money will be returned to the successful bidder after he furnishes Performance Guarantee and duly enters into the contract within such time as per Schedule-F**,** the successful bidder shall furnish the

required Performance Guarantee and attend the office of the NU for execution of the contract documents.

Forfeiture of earnest money

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

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

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

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

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

CLAUSE. 5.2: Sub-Contractors

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

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

b) The Contractor shall remain fully responsible to the Owner for the performance and workmanship and all actions of all sub-Contractors and persons directly or indirectly employed by them.

c) The Contractor shall supply and permit all Sub-Contractors to avail of site facilities and services to enable them to complete their Work safely and without hindrance or delay and conducive to produce the highest quality of Work required.

d) The Contractor shall upon receipt of instruction from the Engineer-in-Charge, terminate and remove from site forthwith such Sub-Contractor or their person who's Work may be considered unsatisfactory.

e) The Contractor shall make regular and prompt payment to each Sub-Contractor not later than one week after receipt of payment from Owner for their measured Works certified by the Engineer-in-Charge. If the Contractor fails to make payments to Sub-Contractors as aforesaid, the Owner may, without any obligation or prejudice to its rights and with prior intimation to the Contractor may make direct payments to Sub-Contractors for and on behalf and from the account of the Contractor and recover such sums from the account of the Contractor out of the amounts due and payable under the bills raised by the Contractor. Such direct payments to Sub-Contractors shall be on behalf of the Contractor and shall in no way relieve the Contractor of his responsibilities or create a contractual relationship between the Owner and Sub-Contractor.

f) Any Subcontractor that has been approved by the Owner shall neither be removed nor replaced without the prior written consent of the Owner.

CLAUSE. 5.3: Site office

The Contractor shall at his cost provide a watertight, air-conditioned, lockable site office Approximately 250 Smt. with necessary communication facilities at a suitable location as approved by the Engineer-in-charge for the purpose and use by the Owner, Architect Consultants, Project Management Consultant and/or their authorized representative(s). The site-office shall be reasonably well furnished and to the preference and tastes of the Owner along with electricity and a telephone connection, Internet Connections at no extra cost payable to the Contractor by the Owner in this regard.

CLAUSE. 5.4: Reinforcement steel and structural steel

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

CLAUSE. 5.5: Electricity

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

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

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

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

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

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

CLAUSE. 5.6: Fossils:

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall, as between the Owner and the Contractor, be deemed to be the absolute property of the Owner. The Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same. If, by reason of such instructions, the Contractor suffers delay and/or incurs costs then the Engineer shall, after due consultation with the Owner and the Contractor, determine:

CLAUSE. 5.7: Insurance

The Contractor shall at his own expense arrange for all insurance policies, including workmen compensation policy and Contractor's All Risk policy (CAR Policy) in the amount of the Contract effective from the date of commencement of Work(s) and until

final completion of the Work(s) also taking into consideration the defects liability period, against all of the following risks.

a) Injuries and damage of persons, property, machinery, equipment, vehicles, animals or things, within or outside the site, arising out of his operations or of any sub-Contractors, nominated or otherwise, or out of any actions of his employees, agents or representatives, limited to Rs. 20,00,000 (Rupees Twenty Lakhs) per accident

b) Injuries to his or any Sub-Contractor's employees.

c) Damage to or loss of the property, equipment, and materials at site, of the Owner, Contractor and all Sub-Contractors, as a result of natural causes such as lightning, storm, flood, rain, fire, earthquake, explosion, landslide, etc.

d) Damage and injuries to persons, property and materials arising out of riot and civil commotion, theft, sabotage malicious acts, terrorist activities, flood, water logging etc.

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

If the Contractor fails to arrange the requisite insurance or fails to renew the policies, the Owner shall arrange for obtaining the requisite insurance policies and or renew them and recover the cost of all premiums from the Contractor and/or subsequently deduct such amount from the payments due and payable by the Owner to the Contractor from the bills raised by the Contractor in respect of the Work(s) executed.

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

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

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

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

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

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

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

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

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

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

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

After the acceptance of the Letter of Intent, issued by the Owner – Nalanda University, The contractor will be issued "Good for construction" drawings for works up to plinth levels for majority of the buildings, water bodies and Road works in general. The contractor will arrange to mobilize his resources in very positive and judicious manner to start work on maximum possible fronts. The contractor will submit a detailed Construction Plan in the form of Bar Chart/PERET chart, for the entire project based on the Tendered drawings and initial GFC drawings. This Construction Plan will be discussed with Project Management Consultants, Architect Consultants and NU in detail and will be finalized subject to changes, if any, and will be agreed to by all the stake holders.

The subsequent "Good for Construction" drawings will be issued in progressive manner as the work progresses as per the detailed construction plan to be submitted by the contractor. All GFC drawings shall be issued at least three month in advance of scheduled start date of the particular activity as per the agreed construction plan. If the contractor fail to show reasonable progress for the works for which the drawings and details are already available, Then the Owner Nalanda University, through the Engineer In Charge, will take suitable punitive action like withholding the payments due to contractor, which is equivalent to the amount to be withheld for completion of nearest mile stone as per this Notice Inviting Tender. The withheld amount will be released as soon as the corrective action is taken by the Contractor, for making up the time lost due to delay.

The contractor on receipt of detailed drawings for construction, will be required to prepare the mock ups for various items of work, as soon as possible, and get the same approved from the Owner- Nalanda University and the Architect Consultants. Only after the approval of the mock up, the work of the same item will be taken up at large scale. The Contractor is expected to execute entire work of similar nature, exactly similar to the mock up work in terms of materials used and workmanship desired. The work not matching to the above criteria will be removed and redone to the entire satisfaction of the Owner and the Architect Consultants.

CLAUSE. 5.9: Protection of Persons, Works and Property

Accident or Injury to Workmen

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

Accident Prevention:

a) General:

In performing this contract, the Contractor shall provide for protecting the lives and health of employees and other persons preventing damage to or theft or loss of

property, materials, supplies, and equipment; and avoiding Work interruptions. For these purposes, the Contractor shall- Provide appropriate safety barricades, signs, and signal lights.

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

b) Records.

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

c) Sub-Contractors:

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

d) Written program:

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

Hazardous Material Identification.

a) Notification:

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

b) Responsibility of Contractor:

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

c) Compliance with laws:

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

d) Sub-Contractors:

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

Protection of Property

a) Vegetation, structures and equipment:

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

b) Utilities and improvements:

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

c) Contractor shall be required to work within specified areas and they shall be allowed to use only those areas around the works under their scope, for storage of their materials, construction of site offices, erection of batching plant etc. at predetermined locations as shown on the plans. The area so demarcated, shall be barricaded in such a way that the construction activities or the moving vehicular traffic

involved in carriage of construction materials/ construction waste etc. do not create interference with any other areas within the premises or activities of the Institute or the activities of other contractor/s working within the premises.

d) The contractor shall provide suitable barricading approximately 2.0 m high, with suitably painted with three rows of G.I. Sheets about 2'-6" to 3'- 0" wide (75 cms to 90 cms.) nailed or bolted with wooden poles spaced 2 to 3 meter apart and each pole 1.6 m to 2 m long 8 cm. to 10 cm. dia. The poles will be embedded in mobile iron pedestal rings suitably framed for giving stable support as per direction of the Engineer-in-charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. The contractor's rate shall include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.

e) The positioning of barricading will be reviewed from time to time and necessary shifting barricading as directed by Engineer - in – charges shall be done forthwith by the contractor. Payment of initial erection of barricading and the shifting thereof at a later date as per requirement shall be made under relevant tender items

f) Contractor will make his own arrangements for making temporary roads and approaches to various locations of work under their scope and up to disposal sites marked on the drawing. These internal approaches and temporary roads shall be made in such a way that they do not affect construction activities of permanent roads within the premises at any time.

Watchmen and Security

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

Corrective Action

a) Authority to Stop Work:

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

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

b) Rectification:

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

CLAUSE. 5.10: Site Security:

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

a) The Contractor shall at his own cost install and maintain sufficient security fences and gates and employ full time round-the-clock security personnel to prevent the Works site from and against the intrusion of the public or any other unauthorized persons or vehicles.

b) Total security of the site, property, and materials shall be the sole responsibility of the Contractor. The presence of his consultants representatives, or the NU ’s security personnel shall in no way relieve or absolve the Contractor of his responsibilities in ensuring the security and protection of the site and everything stored or lying thereon

CLAUSE. 5.11: Warranty/Guarantee

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

Subject to Clause the Contractor shall, at his own cost and in the shortest possible time, repair and remove any defect or deficiency in the Works, which may appear prior to or during the defect liability period, to the satisfaction of the Engineer-in-Charge.

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

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

GUARANTEE FOR WATERPROOFING TREATMENT

The contractor shall be fully responsible for and shall guarantee proper performance of the entire water proofing system for a period of 7(Seven) years from the final completion of works. In addition, specific 7 years written guarantee (to be furnished in a non-judicial stamp paper of value not less than Rs.100/-) in approved Performa shall be submitted for the performance of the system, before final payment and shall not in any way limit any other rights the Owner may have under the contract. Guarantee for waterproofing and anti-termite treatment shall comprise of all the items described in particular specification.

All waterproofing work and anti-termite treatment shall be carried out through approved specialist agency as per method of working approved by the Engineer-in-charge. However the Contractors shall be solely responsible for waterproofing and anti-termite treatment until the expiry of the above guarantee period.

Seven years guarantee in prescribed Performa attached shall be given by the contractor for the waterproofing treatment. In addition10 %(ten percent) of the cost of those items of waterproofing under this subhead shall be retained as guarantee to watch the performance of the work executed. However, half of this amount (withheld) would be released after five years from the date of completion of the work, if the performance of the waterproofing work is satisfactory. They're meaning withheld amount shall be released after completion of ten years from the date of completion of work, if the performance of the waterproofing work is satisfactory. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days of issuing notice by the Engineer-in-Charge and, if not attended to, the

same shall be got done through the agency at the risk and cost of the contractor and recovery shall be effected from the amount retained towards guarantee. In any case, the contractor and the specialist agency, during the guarantee period, shall inspect and examine the treatment once in every year and make good any defect observed and confirm the same in writing. The security deposit can be released in full, if bank guarantee of equivalent amount, valid for the duration of guarantee period, is produced and deposited with the Owner.

CLAUSE. 5.12: Contractor's Responsibilities and Work Control

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

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

The Contractor shall be responsible for the design, erection, operation, maintenance and removal of temporary structures and other facilities at his own cost during completion of the Works. Any approval sought, given or implied, regarding sufficiency, stability and safety of temporary staging and facilities, shall in any way not relieve the Contractor of his responsibility.

a) The Contractor shall study all Contract Documents and promptly report to the Engineer-in-Charge any non-conformity, discrepancy, inconsistency or omission he may discover in the same. In the event of such discovery, the Contractor shall not proceed with the affected Works until he has received due corrections and clearances from the Engineer-in-Charge.

b) The Contractor shall be deemed to have thoroughly studied and satisfied himself regarding Contract Documents and particularly all drawings before commencement of the Work(s). Should any discrepancy or error be discovered during

execution of parts of the Work(s) necessitating demolition, repairs or reconstruction, all such remedial measures shall be carried out only with the approval of the Engineer-in-Charge and entirely at the cost of the Contractor. In such an event the Contractor shall neither claim any extra payment nor any extension of time for any delay caused by virtue of such demolition, repairs and reconstruction.

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

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

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

In the event the Contractor chooses to work overtime, in extended night shifts as and by way of overtime either by working extended/night shifts or morning or holidays in order to complete the Work(s) within the specified period or on holidays, he shall do so by obtaining prior written approval from the Engineer-in-Charge at least twenty-four hours in advance. The Contractor moreover shall ensure that in any of the above circumstances he maintains the full-agreed strength of his supervisory staff.

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

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

Submittals

a) "Shop drawings" means those drawings or other documents, which are specifically prepared by or on behalf of the Contractor to illustrate details of construction for the purpose of fabrication or installation and are submitted to the Owner to indicate the Contractor's intended method of achieving the end result required by the Contract Drawings and Specifications.

b) "Project data" includes standard drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the Work required by the. Contract.

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

d) "Other submittals" includes progress schedules, setting drawings, testing and inspection reports, and other information required by the Contract Documents to be submitted by the Contractor for information or approval by the Owner.

Schedules of Submittals

Promptly after contract award the Contractor shall submit to the Engineer-in-Charge the submittal schedule showing when shop drawings, product data, samples and other submittals required by and under the Tender Documents would be submitted for the approval of the Engineer-in-Charge.

Review and approval of submittals by Contractor

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

Submission

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

Action on Submittals

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

a) As permitting any departure from the contract requirements

b) As relieving the Contractor of responsibilities for any error including details, dimensions, materials, etc. and

c) As approving departures from details appearing on Contract 'Drawings and Specifications.

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

Variation in Submittals

If Submittals contain any variations from the contract requirements, other than those requested on previous submittals, the Contractor shall specifically describe such

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

Use of submittals

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

Placement of Orders

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

Use and testing of samples

a) Use:

Approved samples not destroyed in testing will be sent to Engineer-in-Charge. Those samples, which are in good condition, will be marked for identification and may be used in the Works. Materials and equipment incorporated in the Work shall match the approved samples within any specified tolerances. Other samples not destroyed in

testing nor approved will be returned to the Contractor at the expense of the Contractor if so requested at the time of submission.

b) Failure of samples to pass specified tests:

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

c) Taking and testing of samples:

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

d) Cost of additional testing:

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

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

1) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupants of the adjacent properties and to the public in general .The Contractor shall take all care, as not to damage any other adjacent property or other services running adjacent to the plot. If any damage is done, the same shall be made good by the Contractor at his own cost and to the entire satisfaction of the Engineer-in-Charge. The Contractor shall use such methodology and equipment for execution of the work, so as to cause minimum environmental pollution of any kind during construction, to have minimum construction time and minimum inconvenience to road users and to the occupants of the buildings on the adjacent plot and public in general, etc. He shall make good at his own cost and to the entire satisfaction of the Engineer in Charge any damage to roads, paths, cross drainage works or public or private property whatsoever caused, due to the execution of the work or by traffic brought thereon, by the Contractor. Further, the Contractor shall take all

precautions to attendee by the environmental related restrictions imposed by Govt. of Bihar as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the Engineer-in-Charge. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining buildings. No claim what so ever on account of site constraints mentioned above or any other site constraints, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Bidders are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

2) The Contractor shall cooperate with and provide the facilities to the sub-Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the Owner against any claim(s) arising out of such disputes. The Contractor shall:

3) Allow use of scaffolding, toilets, sheds etc.

4) Properly co-ordinate their work with the work of other Contractors.

5) Provide control lines and benchmarks to his Sub-Contractors and the other Contractors.

6) Provide electricity and water at mutually agreed rates.

7) Provide hoist and crane facilities for lifting material at mutually agreed rates.

8) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.

9) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.

10) Resolve the disputes with other Contractors/ sub-contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

11) The work should be planned in a systematic manner so as to ensure proper co-ordination of various disciplines viz. sanitary & water supply, drainage, rain water harvesting, electrical, and fire fighting, information technology, communication & electronics and any other services.

12) Other agencies will also simultaneously execute and install the works of sub-station / generating sets, air-conditioning, lifts, etc. for the work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, openings trenches etc. as may be required for such related works (for which inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be supplied free of cost by the Owner unless otherwise specifically mentioned) and the contractor shall fix the same at time of casting of concrete, stone work and brick work, if required, and nothing extra shall be payable on this account.

13) The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-In-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and in a proper co -ordination manner and shall perform it in proper sequence to the complete satisfaction of others.

Specialized Agencies

1) The composite tender comprises of two main components: viz. civil work and Electrical works. The bidder shall select one of the approved Specialized Agencies for the specified items of the Civil work and for each E & M package for executing the work and furnish the name of Specialized Agencies for various works at the time of submission of tender. The Specialized Agencies selected by the bidder may attend the pre-tender meeting, after careful study of contract conditions, specifications, drawings & schedule of quantities for different Packages of work for meaningful discussion in the meeting.

2) It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Owner. The main contractor shall be solely responsible for settling any dispute / litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / sub-contractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies.

CLAUSE. 5.14: Percentage Rates

(A) The percentage rates quoted by the bidder are deemed to be inclusive of site clearance, setting out work, profile, setting lay out on ground, establishment of reference bench mark(s), installing various signage, taking spot levels, survey with total station, construction of all safety and protection devices, compulsory use of PPEs (Personal Protective Equipment), and other appropriate safety gadgets by workers, imparting continuous training for all the workers, barriers, preparatory works, construction of clean, hygienic and well ventilated workers housings in sufficient numbers as per drawing supplied by Engineer in charge, working during monsoon or odd season, working beyond normal hours, working at all depths, height, lead, lift, levels and location etc. and any other unforeseen but essential incidental works required to complete this work. Nothing extra shall be payable on this account and no extension of time for completion of work shall be granted on these accounts.

(B) The rates quoted by the bidder, shall be firm and inclusive of all taxes and levies as applicable (including works contract tax but excluding service tax). Labour cess applicable as per relevant Central/State laws will be deducted from every bill of the contractor and deposited to respective Government department. TDS for Income-tax and Works Contract tax as applicable will be deducted from contractors' bills and deposited to respective Government department. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

(C) No foreign exchange shall be made available by the Owner for importing (purchase) of equipment, plants, machinery, materials of any kind or any other items required to be carried out during execution of the work. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.

(D) All ancillary and incidental facilities required for execution of work like labour camp, stores, fabrication yard, offices for Contractor, watch and ward, temporary ramp required to be made for working at the basement level, temporary structure for plants and machineries, water storage tanks, installation and consumption charges of temporary electricity, telephone, water etc. required for execution of the work, liaison and pursuing for obtaining various No Objection Certificates, completion certificates from local bodies etc., protection works, testing facilities / laboratory at site of work,

facilities for all field tests and for taking samples etc. during execution or any other activity which is necessary (for execution of work and as directed by Engineer-in-Charge), shall be deemed to be included in rates quoted by the Contractor, for various items in the schedule of quantities. Nothing extra shall be payable on these accounts. Before start of the work, the Contractor shall submit to the Engineer-in-Charge, a site / construction yard layout, specifying areas for construction, site office, positioning of machinery, material yard, cement and other storage, steel fabrication yard, site laboratory, water tank, etc.

(E) For completing the work in time, the Contractor might be required to work in two or more shifts (including night shifts). No claim whatsoever shall be entertained on this account, not with-standing the fact that the Contractor may have to pay extra amounts for any reason, to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour and other statutory bodies regulations and the agreement entered upon by the Contractor with them.

(F) All material shall only be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

(G) Rate shall including of Liaison work required, if any, in this regard with the local bodies. Nothing extra shall be payable on this account. Statutory charges, fees etc. required to be paid to the local bodies in this connection shall only be payable by the Owner or shall be reimbursable to the contractor on production of proof of actual payment made by him.

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

CLAUSE. 5.15: Inspection and rectification of Works

Access:

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

Contractor tests:

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

Inspections:

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

Owner's inspections and tests:

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

(A) Relieve the Contractor of responsibility for providing adequate quality control measures,

(B) Relieve the Contractor of responsibility for damage to or loss of the material before final completion and acceptance of the Work;

(C) Constitute or imply acceptance. Or.

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

Owner inspectors:

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

Performance of inspections and tests:

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

the work. Special, full size, and performance tests shall be performed as described in the Contract Documents.

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

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

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

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

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

CLAUSE. 5.16: Rejected Work

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

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

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

Clause. 5.17: On Account Payment of Interim Bills

The Owner shall release 75% of the value of the interim bill submitted by the contractor immediately on adhoc basis on preliminary scrutiny of the bill by Engineer-in-charge. Such adhoc payment shall be regarded as the advance payments against the submitted bill. The balance amount shall be released within 15 (Fifteen) working days after the verification in detail by the Engineer-in-charge and getting certification for the quality of the Work(s) from the Architect Consultants 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.

Clause. 5.18: Payment of Final Bill

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

The final bill shall be accompanied by:

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

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

4. Manufacture's operating and maintenance manuals as well as guarantee/warrantee papers, commissioning and handing over reports for whatever equipment/Materials installed.

5. Security Deposit of 2.5% (Two Decimal Five per cent) of the Contract Value in the form of bank guarantee valid for a Defect liability period from the date of certificate.

CLAUSE. 5.19: Limit of price Adjustment

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

(a) No account will be taken of any amount by which any cost incurred by the contractor has been increased by default or negligence of the contractor.

(b) If the contractor fails to complete the work within time for completion, increase or decrease of cost of specified materials shall be made using either the indices or prices relating to prescribed time for completion, or the current indices or prices, relating to prescribed time for completion, or the current indices or prices, whichever is more favourable to the Owner, provided that if an extension of time is granted, the above position shall apply to the adjustment made after expiry of such extension of time.

(c) On completion of the works and before final payment the contractor shall give a certificate that he has made full and complete disclosure to the Engineer-in-Charge of every increase or decrease in price obtained by him on materials affected by this clause.

CLAUSE. 5.20: Exemption from price Adjustment

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

(A) Liquidated damages:

(B) Retention withheld and released:

(C) Advance payments in the form of loans and their repayments:

(D) The value of any additional or varied work valued at current prices:

CLAUSE. 5.21: Specifications

In the case of any class of work for which there is no such specifications as referred to in detailed specification, such work shall be carried out in accordance with the 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 C.P.W.D. /District/ state P.W.D. / Specifications. In case

there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge. Specifications for a type of work are not covered by the detailed specifications/State P.W.D. specifications/I.S.I specifications or particular specifications, the same shall be decided by the engineer-in-charge and shall be binding on the contractor.

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

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

(A) As required by the Engineer-in-charge, the contractor shall provide all facilities at site or at manufactures work or an approved laboratory for testing of materials and/or workmanship, all the expenditure in respect of this shall be borne by the contractor unless specified otherwise in the contract. The contractor shall when required to do so by the engineer-in-charge submit that the materials have been tested in accordance with requirements of the specifications.

(B) Neither the confirmation by the engineer-in-charge not to test the materials nor the production of manufacturer(s) certificate etc. as aforesaid shall affect the right of the engineer-in-charge to reject, after delivery; the materials found not in accordance with the specifications.

CLAUSE. 5. 22: Setting Out

The Contractor shall carry out survey of the work area and it's surrounding with spot levels of the existing ground at every 2.0 mt interval before starting of any work on ground. Contractor has to submit a soft copy of the drawing in CAD format showing the spot levels and contour at every 0.5 mt interval with three set of Hard copy in the same scale of the issued drawing for setting out at his own cost. Contractor has to carry out setting out the layout of building in consultation with the Engineer-in-Charge & proceed further for the approval of Architect Consultants. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting

out of alignment. Total station survey instruments etc. shall be used for layout, fixing boundaries, and centrelines, etc. Nothing extra shall be payable on this account.

The Contractor shall establish, maintain and assume responsibility for grades, lines, levels and benchmarks. He shall report any errors or inconsistencies regarding grades, lines, levels, dimensions etc. to the Engineer-in-Charge before commencing work. Commencement of work shall be regarded as the Contractor's acceptance of such grades, lines, levels, and dimensions and no claim shall be entertained at a later date for any errors found.

If at any time, any error appears due to grades, lines, levels and benchmarks during the progress of the work, the Contractor shall, at his own expense rectify such error, if so required, to the satisfaction of the Engineer-in-Charge. Nothing extra shall be payable on this account.

Though the site levels are indicated in the drawings the Contractor shall ascertain and confirm the site levels with respect to benchmark from the concerned authorities. If required, contractor will have to make his own temporary/permanent benchmark to carry out further work at site. The Contractor shall protect and maintain temporary/permanent benchmarks at the site of work throughout the execution of work. The Engineer-in-Charge or his authorized representatives shall check these benchmarks. The work at different stages shall be checked with reference to bench marks maintained for the said purpose. Nothing extra shall be payable on this account.

The approval by the Engineer-in-Charge, of the setting out by the Contractor, shall not relieve the Contractor of any of his responsibilities and obligation to rectify the errors/ defects, if any, which may be found at any stage during the progress of the work or after the completion of the work.

The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignments, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contractor at his own cost to the entire satisfaction of the Engineer-in-Charge.

The rates quoted by the Contractor are deemed to be inclusive of site clearance, setting out work (including marking of reference points, centre lines of buildings), construction and maintenance of reference bench mark(s), taking spot levels, construction of all safety and protection devices, barriers, barricading, signage, labour safety, labour

welfare and labour training measures, preparatory works, working during monsoon, working at all depths, height and location etc. and any other incidental works like making temporary approaches to the place of work required to complete this work. Nothing extra shall be payable on this account.

CLAUSE. 5.23: Contractor shall submit fabrication/ shop drawings for obtaining approval

The contractor shall submit fabrication drawing based on GA drawings and design parameters given by the Architect Consultants, in triplicate for obtaining preliminary approval of the Engineer-in-Charge for all design drawing of structural steel element already issued to him. One copy of this drawing duly corrected and signed wherever necessary by Architect Consultants will be returned to the contractor for preparing and resubmitting drawing after incorporating the said corrections again in triplicate for final approval. Along with the completion and approval of each fabrication drawing the contractor shall also submit the materials list for checking and approval to the Engineer-in-charge. No drawing shall be approved finally without material list. Once the drawing, if finally approved no request for any alternative section will be entertained. The contractor shall submit to Engineer in Charge 6 copies of all approved drawings out of which 3 copies will be issued back to the contractor for the execution of work. The contractor shall also submit copies of design calculations for the designs of joints. All joints shall be designed for full strength of members, unless otherwise specified. Approval of fabrication drawings however will not absolve the contractor of his responsibility for the safety and correctness of the fabrication.

CLAUSE. 5.24: Quality Assurance

(A) The proposed project is a prestigious project and quality of work is of paramount importance. Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like double slab structure with exposed finish form works, coarse ruble stone masonry specialized flooring work, Polysulphide sealant and backer rod fixing in expansion joints, factory made door- window shutters, proper slope maintaining in toilet units, sanitary-water supply installation, textured finishing, water proofing treatment with APP, Extruded Polystyrene insulation boards, china mosaic on terrace and chemical treatment in toilet drops will specially require engagement of skilled workers having experience particularly in execution of such items.

(B) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall

be summarily rejected by the Engineer-in-charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer-In-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

In addition to the supervision of work by project management consultants, the Architect Consultants appointed by the NU shall also be carrying out regular and periodic inspection of the on-going activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them shall be communicated by engineer in charge to the contractor. Upon receipt of instructions from Engineer in Charge these are also to be made good by necessary improvement, rectification, replacement up to his complete satisfaction. Special attention shall be paid towards line and level of internal and external finishing, exposed smooth surface of RCC members by providing fresh shuttering plates, rubberized linings to all the shuttering joints, accurate joinery work in wooden doors and windows, thinnest joints in stone/ tiling / cladding work, non-hollowness in floor and dado tiles work, protection of scratches over flooring by impounding layer of plaster of Paris, water tight pipe linings, proper compaction of filled up earth etc. to achieve an Institution of International standards and up keeping of quality assurance shall be of paramount importance, as such.

(C) The Contractor shall submit, within 20 days after the date of award of work, a detailed and complete method statement for the execution, testing and Quality Assurance, of such items of works, as directed by the Engineer-in-Charge. All the materials to be used in the work, to give the finished work complete in all respects, shall comply with the requirements of the Specifications and shall pass all the tests required as per specifications as applicable or such specifications / standards as directed by the Engineer-in-Charge. However, keeping the Quality Assurance in mind, the Contractor shall submit, on request from the Engineer-in- Charge, his own Quality Assurance procedures for basic materials and such items, to be followed during the execution of the work, for approval of the Engineer-in-Charge.

(D) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contactor for non-availability of the brand specified and also subject to independent

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

(E) The tests, as necessary, shall be conducted in the laboratory approved by the Engineer–in- Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the Engineer-in-Charge or his authorized representative.

(F) The Contractor shall at his own risk and cost make all arrangements and shall provide all such facilities including material and labour, the Engineer-in-Charge may require for collecting, preparing, forwarding the required number of samples for testing as per the frequency of test stipulated in the contract specifications or as considered necessary by the engineer-in-Charge, at such time and to such places, as directed by the Engineer-in- Charge. Nothing extra shall be payable for the above.

(G) The Contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate him, the result of such tests and consequences thereon shall be binding on the Contractor .The Contractor or his authorized representative shall remain in contact with the Engineer-in–Charge or his authorized representative associated for all such operations. No claim of payment or claim of any other kind, whatsoever, shall be entertained from the Contractor.

(H) All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering and their measurements in computerized measurement book duly test checked shall be deposited with Engineer in charge or his authorized representative, prior to hiding these items.

(I) The contractor shall give performance test of the entire installation(s) as per the standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

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

CLAUSE. 5.25: Special Condition for Production of Compressed Stabilized Earth Blocks.

Contractor will install at his own cost a Manufacturing Facility for the production of Compressed Stabilized Earth Blocks within the site at a location allotted by NU for the purpose. Necessary Machinery for the Manufacture of CSEB will be brought to site by the contractor, installed at site, maintained and operated by the contractor at his own cost for the production of CSEB. Required quantity of selected soil for the production of soil will be excavated from the site from the Building foundations or Water bodies and transported to the location of CSEB manufacturing facility by the contractor within the rates quoted for CSEB Masonry work. The wastage and breakage of CSE Blocks during manufacturing, transportation and construction of CSE Block masonry will be to contractor's account. The contractor shall provide necessary Cement, Lime, sand and Surkhi or fly ash etc. at his cost including the supply, transportation to site, royalties etc. The proportion mentioned in the BOQ item and specifications of CSE Blocks, for the Mix of raw materials for the manufacturing of CSE Blocks are indicative. The contractor will have to design his own mix proportion of Cement: Lime :Soil: Sand: Surkhi/Fly Ash and got them approved by the Engineer In Charge. CSE Block manufactured must be tested in accordance with the testing procedure laid down in the Detailed Specifications ans the same must satisfy The desired criteria of strength, moisture absorption, prism test etc., as specified in the detailed specifications.

CLAUSE. 5.26: Special Conditions – Electrical Works

1. Minimum Criteria for selecting Electrical Sub contractor.

1 The contractor must hold Valid Class 1 License issued by appropriate authority.

2 The Electrical contractor must have completed following under one project head in last 7 years for similar kind of projects etc.

A Supply, Installation, Testing & Commissioning of HV/MV/LV Cabling and termination work.

B Supply, Installation, Testing & Commissioning of all M.V. Switch gear and power panels made by CPRI Tested/ approved panel vendor.

C Supply, Installation, Testing & Commissioning of UPS Systems & AVR / Stabilizer systems.

D Internal wiring with PPI (Per Phase Isolation) type Distribution Boards.

E Supply, Installation, Testing & Commissioning of external lighting including poles, Fixtures and cables.

F Electrical sub-contractor should make necessary arrangement with OEM for Supply, Installation, Testing & Commissioning of Stirling engines under the supervision of supplier and all required cabling and synchronization.

BIDDERS TO READ THIS CAREFULLY.

It is in the scope of Contractor to prepare necessary drawing for approval, submitting to authorities (i.e. Local supply co., pollution control board, Getting Approval from Authority for the Installation of Diesel Storage Tank, Electrical Inspector, etc.), getting their approval / sanction and final certificate to energize the sub-station equipment's. Filling the necessary application to supply co. following up and getting the supply, filling the necessary test report to the supply co. including required attachments. All official / statutory fees shall be paid by Owners & all other required expenses shall be borne by the contractors; no extra payment shall be made to contractor for said job.

The associate agency shall also to produce No Objection Certificate

SPECIAL CONDITIONS FOR ELECTRICAL WORKS

1 Main contractor shall have to associate with electrical contractor of appropriate class and category for the electrical works for the purpose of submitting technical/commercial/and execution of job as part of the contract.

2 In case of Main contractor himself having the Valid License and intend to execute the work may need not associate separate agency for the specific electrical component.

3 Main contractor shall have to submit credentials of the proposed associated agencies for verification and approval of the Engineer in charge in Performa at Annexure I.

Consent letter of such selected agencies for association shall also be enclosed in the prescribed format (Annexure- II). Main contractor may propose up to three names of eligible associates with tender document to Engineer-in-charge for electrical works.

4 After obtaining concurrence of Engineer In charge for such association, the main Contractor shall finalize one associate for execution of the electrical component of the work.

5 All technical discussions need to be attended by the associate electrical contractor with the main contractor. Commercial/Technical submissions for the electrical works shall be signed and submitted by the associate electrical contractor along with the main contractor.

6 Main contractor has to enter in to agreement with his associate electrical contractor for the complete electrical work contained in the agreement. Verified/Attested copy of such agreement shall be supplied to the Engineer in charge within one month of the award of work or date of start of electrical works whichever is earlier. The agreement shall clearly depict rates of each item of work mutually agreed upon by the main contractor and associate electrical contractor.

7 The main contractor shall be entirely responsible and answerable for all the works done by his associated electrical contractor regarding their quality, adherence to the laid down specification, terms and conditions, warranty/guarantee etc. and he shall be liable to bear any compensation that may be levied by the Engineer In charge under any of the clauses of the agreement.

8 The main contractor shall also give necessary general power of attorney under the contract to the associated electrical contractor to enable him to receive instructions from Engineer In charge at site, sign the site order book, bills MBs for acceptance of measurement and receive stipulated materials etc.

9 In case the main contractor wants to change the associate electrical contractor during the currency of the contract he shall obtain prior permission of the Engineer-In-Charge. The substitute should fulfil the requisite qualification as given above.

10 In the event of the concerned electrical contractor not performing satisfactory or not completing the work, the Engineer In charge can also direct the main contractor to remove the electrical contractor deployed on the work and ask him to deploy another associate electrical contractor who fulfils the eligibility conditions. The new

associate contractor will be bound to execute the left over work without any loss of time or variation in cost. Such associate shall also submit its details as per above and after approval of the Engineer-In- Charge shall enter into a memorandum of understanding as in earlier case.

11 The main contractor shall be responsible for coordinating the activities of all the works and will ensure progress of all works as per the laid down program. The main contractor shall also arrange for proper storage of the electrical accessories at site and will be responsible for their watch and ward.

12 The successful bidder will have to supply the makes as per approved make list in tender in consultation with the Engineer in charge without any extra cost.

13 As far as possible, the successful bidder will have to place order directly to the manufacturer OR it's authorized dealer after obtaining approval from Architect Consultants through Engineer in charge. The Engineer in charge has right to check the Challan of supplier.

14 Make of components required to be used by contractor to complete the installation, if not mentioned anywhere, shall be required to GET IT APPROVED by Architect Consultants through Engineer in charge before installation in writing.

15 Within 4 week after receipt of work order, the contractor shall submit the sample of each item / component of approved make for the approval of the Owner and Architect Consultants through Engineer in charge.

16 The contractor must have ETAP or equivalent software support for design.

17 The main contractor shall ensure that electrical contractor is doing all necessary Integration, synchronization between different strategies for power generation, distribution strictly per design documents and specifications without additional cost and meets the requirement.

18 Electrical contractor is responsible for obtaining any kind of training in order to install and commissioning of stilling engines and without additional cost.

19 Electrical contractor to ensure at least one of engineer from the Stilling engine vendor shall remain present during the time of Installation and testing without additional cost.

20 Electrical contractor to issue shop drawings for Stilling engine assembly and integration with other systems before installation and take approvals of Architect Consultants and Engineer In charge.

Annexure I

PROPOSAL FOR ASSOCIATING ELECTRICAL CONTRACTOR

We hereby propose the following electrical agencies as per details mentioned against each. Their consent letters are also attached as per Annexure II.

Sl. No.	Name of the Electrical contractor	Category and class of registration	Registration No.	Monetary Limit of Work	Validity of registration	Consent letter attached (Yes/No)
1						
2						
3						

Note: A copy of registration order shall be attached for each agency.

Contractor's Signature

Annexure II

CONSENT LETTER

I/We hereby give my/our consent to work as electrical contractor till the completion of work and I/we will be responsible for necessary action to hand over the work and for rectification of defects and repair during the maintenance period and defect liability period. I/we will execute the work as per specifications and conditions of the contracts.

I/we will also engage suitable Engineer for the work as per condition of contracts. I further certify that the above particulars pertaining to me are correct.

Signature of Associate Electrical Contractor

CLAUSE. 5.27: Special Conditions - Low Voltage Works

1. Main contractor shall have to associate with ELV contractor and LV integrator of appropriate class and category for the ELV works for the purpose of submitting technical/commercial/and execution of job as part of the contract.
2. The agency to which LV sub system is sub contracted that is tendering for the total project shall be called as "LV Integrator".
3. All and entire responsibility towards the successful execution of the LV sub-systems of the project shall remain with the LV Integrator.
4. The entire Supply, Installation, Testing & Commissioning (SITC) scope of all items falling under LV sub-systems shall be executed by a single LV Integrator.
5. The LV Integrator shall be certified and authorized to supply, commission and provide services at site as may be required, including warranty and post-warranty support, as being the Original Equipment Manufacturer's authorized partner for the project. The LV Integrator shall have to formally submit the Manufacturer's Authorization as per the prescribed format annexed to this specification before commencement of the work.
6. The OEMs whose products are getting commissioned should have service centers for service and support of their respective products, preferably with toll-free nos.
7. The passive components of CAT6E cabling system and all fiber optic cables and fibre optic components, options and accessories shall be from a single manufacturer / make / brand.
8. The structured cabling system consisting of CAT6E channel, its components and fibre optics and its components shall be installed by a manufacturer's certified partner.
9. The structured cabling system consisting of CAT6E components and fiber optic components shall be duly certified with test reports submitted by the manufacturer or their authorized partners and guaranteed for a period of 20 years minimum.
10. For all LV systems, the firmware, core software, operating systems, application software and GUI etc. shall be of the latest versions.
11. The application software, operating systems software and product-specific GUI applications, here in after collectively called as APPLICATIONS shall be original licensed versions from the OEMs.

12. The active components of networking and distribution such as networking switches, their options and modules shall be also from a single manufacturer/make/brand, to ensure that software and firmware images and functionality is identical. The upgrades, patches or enhancement of firmware for switches, options and modules shall be available to the Owner free of cost for the entire life cycle of these switches.
13. The upgrades, patches and enhancements of the software images, core software and firmware for all hardware, i.e., network or networkable devices - such as controllers, interfaces, network camera, ip telephones, pabx, fire alarm panels, PA main units etc. – shall be available to the Owner free of cost for the entire life cycle of these products.
14. At the end of execution or at the time of hand-over, for all equipment that are covered in SITC, the integrator shall transfer all warranties and guaranties from OEM – original equipment manufacturer – to the Owner. The respective OEMs shall be bound to honour any and all warranties, guaranties and support commitments as agreed and committed by the LV Integrator.
15. The LV Integrator is advised to provide technical datasheets and specification sheets for approval for all items prior to initiating any supply. Any items having deviations, in absence of specific approval from Owner and Architect Consultants through Engineer In charge shall be returned whether installed or uninstalled at the risk, liability and expense of the LV Integrator.
16. The LV Integrator is advised to inform the Engineer In charge of any specific requirements for equipment such as heat dissipation, earthling, ventilation etc. before supply so as to incorporate the same at site by other agencies.
17. At the time of project hand-over, the Owner shall nominate personnel for O&M of LV systems. The LV Integrator shall depute a qualified and well-trained engineer to impart proper training to Owner personnel on all aspects of operation, use, programming, administration and management of items under SITC scope.
18. The LV Integrator shall operate in complete cooperation with other agencies and contractors or their sub-contractors to achieve harmony of work and maintaining the overall functionality of each systems and aesthetics.
19. The LV Integrator has to use items from the approved make list and provide information on compliance of performance specifications.

20. Make of components required to be used by LV Integrator to complete the installation, if not mentioned anywhere, shall be required to be GET APPROVED from Owner and Architect Consultants through Engineer In charge in writing before installation.

21. Within 4 weeks of work order, the LV Integrator shall submit the sample of each item / component of approved make for the approval of the Owner and Architect Consultants through Engineer In charge.

Initial Criteria for Eligibility for Pre-Qualification – LV Integrator

For ELV such agency shall be termed as 'ELV System Integrator'.

ELV System Integrator shall commission the complete ELV package under the SITC scope, i.e., Supply, Installation, Testing and Commissioning.

The Principal Contractor shall honour the support obligations for the ELV scope items as per the tender document; the ownership for satisfactory commissioning, support and services during the warranty period shall be that of the Main Contractor.

ELV system integrator shall be a duly registered entity having valid registration with commercial tax, sales tax, service tax, central excise, professional tax & income tax department of the appropriate government departments. The ELV System Integrator should have been in existence in the business for at least past 07 years.

1. The ELV system integrator shall be a profit making entity continuously for the past 3 business years ending March 2014. The same shall be substantiated with the submission of audited balance sheet, account statements, profit and loss accounts as applicable.
2. ELV system integrator's business turnover for FY13-14 should be at least INR 10 Crores as at end of March 2014.
3. ELV system integrator should have completed at least one ELV project (telecom, I.T networking, and safety, security and building automation) of not less than INR 50 Lacs or 2 projects of value not less than INR 40 Lacs or 3 projects of value not less than INR 25 Lacs, prior to submission of their tenders. The projects could have been executed globally & their completion certificate for the same should be furnished along with the techno- commercial proposal.
4. ELV system integrator should be well experienced in executing projects of the above order of multi-disciplinary nature, i.e., including at least 2 sub-system heads of the ELV component of the tender, in order to ensure smooth execution of the project.

5. ELV system integrator should be associated (or partner) with the respective OEM(s). Proof to this effect shall be produced as per the OEM Manufacturer's Authorization Format along with the techno commercial proposal.
6. The ELV system integrator shall have a pan-India presence.
7. The LV integrator must have obtained certification under ISO 9001 or ISO 14001 or both.

BIDDERS TO READ THIS CAREFULLY.

It is in the scope of Contractor to preparing necessary drawing for approval, submitting to authorities (i.e. Local supply co., pollution control board, etc.), getting their approval / sanction and final certificate to energize the sub-station equipment's. Filling the necessary application to supply co. following up and getting the supply, filling the necessary test report to the supply co. inclusive. All official / statutory fees shall be paid by Owners after certified by the Engineer in Charge and all other required expenses shall be on the contractors account; no extra payment shall be paid to contractor for said job.

CLAUSE. 5.28: Special Conditions for Plumbing Fire Fighting and HVAC Works

a. The contractor should engage skilled and experienced sub-contractor for the construction of DEWAT sewerage treatment plant.
b. The contractor shall have done at least one project including external Drainage, Storm water drainage system, and rain water harvesting system, Internal Plumbing, WTP, STP, DEWATs, Firefighting and HVAC works etc.
c. The plumbing contractor is responsible for connecting hot water loop from the Stirling engine system and per design documents and specification at no additional cost.
d. The contractor shall be responsible to make necessary gas piping arrangement for the gas connection to the Stirling engine as per design documents and specifications at no additional cost. The Contractor shall also arrange at his cost all necessary tools, tackles, spares, electric power, gas, measuring gadgets, etc. for the purpose of Commissioning of all Electrical and Mechanical Systems.
e. The contractor to ensure necessary fire protection system in order to control any kind of fire during construction phase.

f. The contractor is responsible to provide required number of toilets, bath areas and drinking water arrangement for the labour and site staff during construction phase.

g. The Complete MEP work shall be conformity with the Tender Specifications and shall comply with the statutory regulations and requirements. Contractor before the start of the work shall immediately bring to the notice of construction manager, if any item not compliance with statutory regulations. The contractor shall be responsible to do all the necessary applications, Preparation of Drawings, Submission of application, getting approval from Authority (Fire officer, PHED, UIT, Pollution control board etc.), getting necessary installation certificate etc. for Plumbing and Fire Fighting works at no extra cost. All official / statutory fees shall be paid by Owners & all other required expenses shall be on the contractors account; no extra payment shall be paid to contractor for said job.

h. The contractor shall duly undertake all the tests required to be performed on the Plumbing and Firefighting pipes and fixtures and get necessary certificate of installations and approval from Statutory Authority wherever necessary. No extra payment shall be done to contractor for this work.

i. SAMPLES AND CATALOGUES

Before ordering/procurement of the material necessary for these installations, the contractor shall submit to the Engineer In charge/Consultants for approval of catalogues with their dimensional details.

j. The installation shall be in conformity with the Byelaws, Regulations and Standards of the local authorities concerned, in so far as these become applicable to the installation. But if these Specifications and Drawings call for a higher standard of materials and / or workmanship than those required by any of the above regulations and standards, then these Specifications and Drawings shall take precedence over the said regulations and standards. However, if the Drawings and specifications require something, which violates the Byelaws and Regulations, then the Byelaws and Regulations shall govern the requirement of this installation.

k. All MEP works will have to be done in close co-ordination with all ELV/BMS service to avoid infringement with any of the MEP associated works.

l. TOOLS, TACKLES, EQUIPMENT & SCAFFOLDING

All tools, tackles & equipment necessary for installation and testing shall be provided by the contractor. The quoted rates shall take into account for providing any such

equipment, which may not form part of the installation, but are necessary for the execution of the job. Contractor shall be responsible to make his own arrangement to provide scaffolding / supports etc., necessary for his work.

m. MANUFACTURERS

Where manufacturers have furnished specific instructions relating to the materials used in this job, covering points not specifically mentioned in these documents, these instructions should be followed in all cases.

Where manufacturer's names and/or catalogue numbers are given, this is an indication of the quality, standards and performance required.

For items not covered under the List of Approved Makes', contractor shall offer items of first class quality, standards and performance and obtain the approval of Engineer In charge/Consultants before procuring them.

Where interfacing occurs, equipment shall be mutually compatible in all respects.

n. RATING

Rating of all items shall be appropriate for the conditions on the particular site on which the item will be used. All the equipment shall be fit for continuous work under the most severe weather conditions of site.

o. CODES AND STANDARDS

Any other codes or standards which are required but not mentioned in the technical specs should be considered as per the latest Indian standards & international standard in case of absence of Indian standard.

p. TECHNICAL DATA

All technical data to be filled by the bidders in Technical specs shall be accepted in metric system only. Any bidder submitting the technical data in any other unit would render his bid liable for rejection. The technical data should be typed in capitals only.

q. INSPECTION AND TESTING

The Engineer In charge/Consultant reserves the right to request inspection and testing of manufacturer's works at all reasonable times during manufacture of items for this contract. Tests on site of completed works shall demonstrate, among other things:

a) That the equipment installed complies with specification in all particulars and is of the correct rating for the duty and site conditions.

b) That all equipment operate efficiently and quietly to meet the specified requirements.

c) That all components, equipment are correctly protected and that protective devices are properly coordinated.

d) That all non-current carrying metal parts is properly and safely grounded in accordance with the specifications and Codes of Practice.

r. The contractor shall provide all necessary instruments and labor for testing, shall make adequate records of test procedures and readings, shall repeat any tests requested by the Engineer In charge/Consultants and shall provide test certificates signed by a properly authorized person. Such test shall be conducted on all materials and equipment and on completed work as called for by the Engineer In charge /Consultants.

If it is proved that the installation or part thereof is not satisfactorily carried out then the contractor shall be liable for the rectification and retesting of the same as called for by the Engineer In charge/Consultants at the cost of the contractor.

The above general requirements as to testing shall be read in conjunction with any particular requirements specified elsewhere. All tests shall be carried out by a house approved by the house ap-proved by the Construction Manager/Consultants.

All testing instruments, meggering, tonge tester, fluke meter, velocity meter, digital thermometer, psychrometer, measuring steel tapes tools, scaffolding and ladders etc. that may be required for taking measurements shall be arranged by contractor at his own cost.

All types of routine and other tests shall be carried out at the works of the Contractor or the manufacturers of the components. The Client shall be free to witness any or all tests, if they so desired. The Contractor has to inform to the Client before dispatch of any material / equipment.

On the completion of the installation the Contractor shall arrange to carry out various initial tests as detailed below, in the presence of Owner / Consultant / Architect and to the entire satisfaction of the Owner / Consultant / Architect. Any defect or short-coming found during the tests shall be speedily rectified or made good by the Contractor at his own expenses.

The initial tests shall include, but, not be limited to the tests strictly mentioned in the specifications of each discipline.

On the satisfactory completion of all Initial tests & one major seasonal test i.e. either summer or monsoon the system shall be considered Virtually Complete for the purpose of taking over by the Client.

Supply of material at site shall be responsibility of contractor and as per vendor.

SAFETY

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

a) The Contractor shall obtain a Work Permit from the Engineer In Charge before starting any work on site. The work permit is issued to prevent contractors working in unauthorized areas and will be valid for specific area for a limited period as mentioned on the permit. Contractor shall duly return the work permit after the completion of the job or on expiry of the permit.

b) Extra care need to be taken for jobs being carried out after normal working hours with due revalidated work permit.

c) Head and eye protection and safety equipment are to be worn at all times as per job requirements.

d) The Contractor shall remove all the waste material and rubbish from and around the work site and leave the job thoroughly cleaned up, ready for use. No combustible material is to be stored on or near any source of heat, and before leaving the work place contractors employees should ensure that nothing is left which could start a fire. Contractor shall indemnify Owner from any and all claims, damages or penalties and will remain liable for the losses caused to Owner as result of Contractors non-compliance of the said requirements.

e) All precautions necessary for not only for the safe working of the contractors workmen at site shall be taken by the contractor, but he shall also deploy all precautions to safeguard existing structures, equipment and persons of other agencies in and around the job site

s. BALANCING, TESTING AND COMMISSIONING

Balancing, testing and commissioning of all systems and all tests as called for the Specifications shall be carried out by the contractor through a specialist group, in accordance with the Specifications and required Standards. Performance test shall consist of three days of 10 hour each operation of system for each season. Cost of performance witness test of major equipment such as pumps, equipment, panels etc. at factory with two personnel from Owners / Consultant shall be included. The installation shall be tested again after removal of defects and shall be commissioned only after approval by the Engineer In charge.

t. The contractor shall duly undertake all the tests required to be performed on the Plumbing and Firefighting pipes and fixtures, HVAC Systems etc. and get necessary certificate of installations and approval from Statutory Authority wherever necessary. No extra payment shall be done to contractor for this work.

u. TEST CERTIFICATES

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

v. PERFORMANCE GUARANTEE

The contractor shall carry out the work in accordance with the Drawings, Specification, Schedule of Quantities and other documents forming part of the Contract. The contractor shall be fully responsible for the performance of the selected equipment (installed by him) at the specified parameters and for the efficiency of the installation to deliver the required end result. The contractor shall guarantee that all system as installed shall maintain the design conditions as described under Basis of Design and relevant clauses in the specification. The guarantee shall be submitted. The contractor shall also guarantee that the performance of various equipment individually, shall not be less than the quoted capacity; also actual power consumption shall not exceed the quoted rating, during testing and commissioning, handing over and guarantee period.

w. GUARANTEE

The contractor shall guarantee the complete system including all MEP components and equipment for a 24 months from the date of successful handing over and after

successful initial testing & one major seasonal test. The Bidder shall guarantee the system to maintain conditions as specified in Technical specifications

x. REPAIRS / REPLACEMENT OF PARTS DURING GUARANTEE

Any defects or other faults which may appear within defect liability/guarantee period of 24 months from the date of handing over in a satisfactory working conditions to the Client arising from material or workmanship not in accordance with the contract specification will be rectified by the contractors free of cost & nothing shall be paid extra on any account.

y. INSTRUCTION, OPERATION AND MAINTENANCE MANUAL

The Contractor shall prepare and produce instruction, operation and maintenance manuals in English for the use, operation and the maintenance of the supplied equipment and installations, and submit to the Engineer In charge/ Consultants in three (3) copies at the time of handing over. In addition one set with editable version will be given on compact disc. The manual shall generally consist of the following:

a) Description of the project.

b) Operating instructions.

c) Maintenance instructions including procedures for preventive maintenance.

d) Manufacturers catalogues.

e) Spare parts list.

f) Trouble shooting charts.

g) Drawings.

h) Type and routine test certificates of major items.

z. COMPLETION CERTIFICATE

On completion of the installation a certificate shall be furnished by the contractor countersigned by the licensed supervisor, under whose direct supervision the installation was carried out. This certificate shall be in the prescribed form as required by the local statutory authority. The contractor shall be responsible for getting the installation inspected and approved by the local concerned authorities and for obtaining the necessary clearance certificates from the authorities.

aa. ADDITIONAL ANNUAL MAINTENANCE SERVICE

The Contractor shall quote for Comprehensive Maintenance service contract & leakage, fault contract for the system offered by him for a period of two (2) years after completion of Guarantee period.

Any parts/Components consumable whatsoever needs replacement during the above mentioned period shall be supplied and installed by the vendor without extra cost.
Periodical checking for all parameters for machines operation and diagnosis, routine checking and cleaning operations, annual preventive maintenance /overhauling as required for smooth and trouble free operation of the package shall be carried out by the contractor. The contractor shall furnish detailed facilities available with him for executing such contract and also furnish annual charges for the same in the priced part of the Bid. Rates shall be quoted in the Price Bid only.

CLAUSE. 5.29 Store:

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

CLAUSE. 5.30 Inspection:

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

CLAUSE. 5.31 Pre-dispatch Inspection:

The contractor will intimate to owner well in advance or with sufficient notice period for readiness of material at manufactures' works. The Employer/his representative may carry out stage inspection of the plant/equipment during manufacturing/ assembling stage. The Employer shall have absolute right to reject the raw material/ component/ sub-assemblies or complete equipment not found to be conforming to the specification or being of poor quality/ workmanship. The stage inspection will particularly include tests specified for any particular plant or equipment in the technical specification, general routine tests and physical measurements to be conducted during manufacturing stages as per manufacturer's standard practice.

The Bidder/manufacturer shall give fifteen (15) days advance notice to enable the Employer to arrange for inspection. Inspection and testing shall be conducted at the place of manufacture. Inspection and testing of any material under this specification by

the Employer shall not relieve the Bidder/manufacturer of his obligation to supply the plant/equipment in accordance with the specification and shall not prevent subsequent rejection if it is found to be defective.

The Bidder/manufacturer shall afford the Employer's representative all reasonable facilities, without charge, to satisfy him that the plant/ equipment is being manufactured in accordance with the specifications. The Bidders/manufacturer must have adequate set of instruments for conducting tests as per IS specification. Instruments for testing shall be duly calibrated and calibration certificate should not be older than one year on the date of inspection. Calibration shall be done by NABL accredited laboratories. A comprehensive list of testing equipment/ instruments indicating make, Sr. No, type, class of accuracy, calibrating agency, calibration date etc. should be furnished, as and when desired. Calibrated instruments shall be duly sealed by calibrating agency to avoid any tampering with calibration and the details thereof shall be clearly mentioned in the calibration certificate(s).

CLAUSE. 5.32 Material Supply Lot:

Only Type tested material shall be supplied in compliance of relevant IS. The Type Test should be issued by NABL or NABL accredited laboratory and it should not be older than 3 years.

CLAUSE. 5.33 Fake Inspection Call:

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

CLAUSE. 5.34: Special Conditions for Directives Of Hon'ble National Green Tribunal 04.12.2014 & 10.04.2015 And EIA Guidance Manual

1. The contractor shall not store/dump construction material or debris on metalled road.

2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.

3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.

4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that en-route their destination, the dust, sand or any other particles are not released in air/contaminate air.

5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

7. The contractor shall ensure that C&D waste is transported to the C & D Waste site only and due record shall be maintained by the contractor.

8. The contractor shall compulsory use of wet jet in grinding and stone cutting.

9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.

10. The contractor shall carry out on-Road- Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.

12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

SECTION 6

ADDITIONAL CONDITIONS FOR GREEN BUILDING PRACTICES

6.1 The campus is proposed to be registered for obtaining GRIHA LD Rating from GRIHA Secretariat under MNRE scheme. The contractor is required to execute the work in a befitting manner to obtain the targeted GRIHA rating by Owner.

6.2 Special conditions for GRIHA rating:-

6.2.1 The contractor shall prepare scheme for the approval of Engineer-in-charge for obtaining GRIHA rating in the criteria relevant to the execution of work.

6.2.2 The contractor shall plan and execute the work in a manner to preserve and protect the landscape during construction and shall arrange the materials/equipment and follow the procedure as per criterion 2 of the GRIHA rating as applicable.

6.2.3 The contractor shall appoint/engage consultant/ consultancies to provide technical guidance and supervise the work, pertaining to the criterion related to the execution of work, so that it finally achieves the targeted GRIHA rating.

The contractor shall preserve the topsoil layer for supporting vegetative growth as per the guidelines given in chapter 4, Section 1, Part 10, NBC 2005.

The contractor shall comply with NBC norms on construction safety, health and sanitation as per criterion.

The construction activity shall be done in a befitting manner and the contractor shall adopt measures to prevent air pollution at site in compliance with criterion 9 of GRIHA rating as applicable.

The contractor shall comply with all the instructions and schemes for execution of green building.

Nothing shall be paid extra for fulfilment of all these conditions except for the items existing in the schedule of quantities. For such items work done shall be paid on the basis of the agreement rates.

6.3 Pre-construction stage

Construction Vehicles, Equipment and Machinery

All vehicles, equipment and machinery to be procured for construction shall conform to the relevant Bureau of India Standard (BIS) norms.

Emission from the vehicles must conform to environmental norms.

Dust produced from the vehicular movement and other site activities is to be mitigated by sprinkling of water. Noise limits for construction equipment shall not exceed 75 dB(A), measured at one meter from the edge of the equipment in free area, as specified in the Environment Protection Act,1986, schedule VI part E, as amended on 9th May,1993. The maximum noise levels near the construction site should be limited to 65 dB (A) Leq (5 min) in project area. Contractor has to make a confined boundary to restrict construction activities within it. Contractor is required to prepare the

Construction waste management plan for segregation, storage and safe disposal of construction waste for the approval of engineer in charge.

6.4 Construction Stage

6.4.1 Construction Wastes Disposal

The pre-identified dump locations will be a part of solid waste management plan OR construction waste management plan or safe handling, storage and recycling of construction waste to be prepared by the Contractor in consultation with Engineer-in-charge. Contractor needs to designate the area for construction waste storage. Inert and hazardous waste should be collected and stored separately on site.

The other construction waste should be either reused on site or safely dispose them off to designed agencies for recycling. The procedure of waste disposal either on-site reuse or selling for recycling purpose should be documented by photographs / log books / receipt copies and evidences needs to be submitted to the Engineer In charge. Contractor shall get approved the location of disposal site prior to commencement of the excavation on any section of the project location.

Contractor shall ensure that any spoils of material will not be disposed of in any municipality solid waste collection bins.

6.4.2 Procurement of Construction Materials

All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.

Wheel Tires of all vehicles used by of the contractor, or any of his sub-contractor or materials supplies shall be cleaned and washed clear of all dust/mud before leaving the project premises. This shall be done by routing the vehicles through tire washing tracks.

Contractor shall arrange for regular water sprinkling at least twice a day (i.e. morning and evening) for dust suppression of the construction sites and unpaved roads used by his construction vehicles.

6.4.3 Water Pollution

The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere. The wastewater arising from the project is to be disposed of in the manner that is acceptable to the Engineer-in-charge.

6.4.4 Air and Noise Pollution

Contractor shall use dust screens and sprinkle water around the construction site to arrest spreading of dust in the air and surrounding areas.

Contractor shall ensure that all vehicles, equipment and machinery used for construction are regularly maintained and confirm that emission levels comply with environmental emission standards/norms.

For controlling the noise from Vehicles, Plants and Equipment, the Contractor shall confirm the following:

All vehicles and equipment used in construction will be fitted with exhaust silencers.

Servicing of all construction vehicles and machinery will be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced.

Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 dB(A).

As per the standards/guidelines for control of Noise Pollution from Stationary Diesel Generator (DG) sets, noise emission in dB(A) from DG Set (15-500 KVA) should be less than 94+10 log 10 (KVA). The standards also suggest construction of acoustic enclosure around the DG Set and provision of proper exhaust muffler with insertion loss of minimum 25 dB (A) as mandatory.

6.4.5 Personal Safety Measures for Labour

Contractor will provide the following items for safety of workers employed by contractor and associate agencies:
Protective footwear and gloves to all workers employed for the work on mixing, cement, lime mortars, concrete etc. and openings in water pipeline/sewer line.
Welders' protective eye-shields for all workers who are engaged in welding works.
Safety helmet and Safety harness/ belt.

6.5 The following provisions shall be maintained by the contractor at site:

6.5.1 Provide adequate sanitation/safety facilities for construction workers to ensure the health and safety of the workers during construction, with effective provisions for the basic facilities such as sanitation, drinking water and safety equipment or machinery.

All the workers should be wearing helmet and shoes all the time on site.

Masks and gloves should be worn whenever and wherever required.

Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.

Full time workers residing on site should be provided with clean and adequate temporary hutment. Crèche/Day-care facility should be provided to young children of laborers residing on site. Child labour should be banned on site.

First aid facility should also be provided.

Overhead lifting of heavy materials should be avoided. Barrow wheel and hand-lift boxes should be used to transport materials onsite.

Tobacco and cigarette smoking should be prohibited onsite.

All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.

Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition.

Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.

Ensure that walking surfaces or boards at height are of sound construction and are provided with safety rails and belts. Provide protective equipment such as helmets.

Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire-prone area and elsewhere.

Provide sufficient and suitable light for working during night.

Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken.

Ensure that the construction firm/division/company have sound safety policies.

Comply with the safety procedure, norms and guidelines (as applicable) as outlined in NBC 2005 (BIS 2005c).

Adopt additional best particles and prescribed norms as in NBC 2005 (BIS 2005).

6.5.2 Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10-20%. Limit vehicular speed on site 10km/h.

6.5.3 All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.

6.5.4 Spills of dirt or dusty materials shall be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

6.5.5 Ensure that water spraying is carried out by wetting the surface by spraying water on:

Any dusty material.

Areas where demolition works is carried out.

Any unpaved main-haul road and.

Areas where excavation or earth moving activities is to be carried out.

6.6 The contractor shall ensure the following:

Cover and enclose the site by providing dust screen, sheeting or netting to scaffold along the perimeter of a building.

Covering stockpiles of dusty material with impervious sheeting.

Covering dusty load on vehicles by impervious sheeting before they leave the site.

Transferring, handling/storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.

Spills of dirt or dusty materials shall be cleaned up promptly so that the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant-laden water into the ground aquifers. When cleaning up the spill, ensure that the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

Clear vegetation only from areas where work will start right away.

Vegetate/mulch areas where vehicles do not ply.

Apply gravel/landscaping rock to the areas where mulching/paving is impractical.

6.6.1 Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).

6.6.2 Provide hoardings of not less than 3m height along the site boundary, next to a road or other public area.

6.6.3 The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on-site should be made available for the inspection and approval of the Engineer-in-Charge to ensure that these are suitable for the project.

6.6.4 Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. The inert waste is to be disposed of to Municipal Corporation/local bodies dump yard and landfill sites.

6.7 Preserve and protect landscape during construction

6.7.1 Following provisions shall be made at site by the contractor to preserve and protect landscape. Nothing shall be paid on this account unless specifically provided for in the schedule of quantities.

6.7.2 To preserve the existing landscape and protect it from degradation during the process of construction. Select proper timing for construction activity to minimize the disturbance such as soil pollution due to spilling of the construction material and its mixing with rainwater. The construction management plan including soil erosion control management plan shall be prepared accordingly for each month. The application of erosion control measures includes construction of gravel pits and tyre washing bays of approved size and specification for all vehicular site entry/ exits, protection of steep slopes. Sedimentation Collection System and run-off diversion systems shall be in place before the commencement of construction activity. Preserve and protect the existing vegetation by not disturbing or damaging to specified site areas during construction.

The trees that are identified to be retained on site are protected during the construction period using the following measures:

The damage to roots is prevented during trenching, placing backfill, driving or parking heavy equipment. The dumping of trash, oil, paint and other material is detrimental to plant health. These activities should be restricted to the areas outside of the canopy of the trees.

The trees are not used for support; their trunks should not be damaged by cutting and carving by nailing posters and advertisements or in any other way.

The lighting of fires or carrying out heat or gas emitting construction activity within the ground covered by canopy of the trees is not permitted.

The young trees of saplings identified for preservation within the construction site must be protected using tree guards of approved specification.

The grades of soil should be maintained around existing vegetation. Lowering or raising the levels around the vegetation should not be allowed unless specifically directed by the Engineer –in – Charge.

Maintenance activities should be performed, as and when needed, to ensure that vegetation remain healthy.

6.8 Staging is dividing a construction area into two or more sections to minimize the area of soil that will be exposed at any given time. Staging should be done to separate undisturbed land from land disturbed by construction activity and material storage. A vector drawing plan to be submitted identifying the areas of sites, which shall be disturbed for the construction activity and apart from these other areas on site should not be disturbed. Measures should be followed for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels and perimeter dike/swale should be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line). The plan should indicate how the above was accomplished on site well in advance of the commencement of the construction activity.

6.8.1 The Contractor should follow the construction plan as proposed by the Architect Consultants/landscape consultant to minimize the site disturbance such as soil pollution due to spilling. Use staging and spill prevention and control plan to restrict the spilling of the contaminating material on site. Protect top soil from erosion by collection storage and reapplication of top soil, constructing sediment basin, contour trenching, mulching etc.

6.8.2 Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners and petroleum products.

6.9 A soil Erosion and Sedimentation Control Plan (ESCP) should be prepared prior to construction and should be applied effectively. Measures for prevention of top soil are given below:

6.9.1 Top Soil should be stripped to a depth of 20 cm from the areas proposed for buildings, roads, paved areas and external services. It should be stockpiled to a maximum height of 40 cm in designated areas and reapplied during plantation of the proposed vegetation. The topsoil should be separated from the sub soil debris and stones larger than 50 mm in diameter. The stored topsoil may be used as finished grade for planting areas post construction or cordoned off undisturbed areas on site. Stockpiled topsoil should not be compacted to help process of aeration. It should be stabilized on the top by temporary seeding or plastic sheets to avoid wind and water erosion. During construction period contractor has to preserve and protect existing nalas or natural drainage channel at site of work.

6.9.2 Sedimentation basin, a temporary dam or basin at the lowest convenient point of the site should be constructed for collecting, trapping and storing sediment produced by the construction activities. A flow detention facility must also be constructed for reducing peak run-off rates. This would also allow most of the sediments to settle before the run-off is directed towards the outfall.

6.9.3 Contour trenching is to be provided which an earth embankment or ridge-and-channel arrangement constructed parallel to the contours, along the face of the slope, at regular intervals on the lengths and steep slopes. They are used for reducing run-off velocity, increasing the distance of overland run-off flow. They are also used to hold moisture and minimize sediment loading of surface run-off.

6.10 Prepare the list of trees to be felled with reference to the tree survey, Compensate the loss of vegetation (trees) due to the construction activity by compensatory plantation. Replant same native and/or non-invasive species, which existed on the site before elimination, in the proportion of 1:3 (as per the suggestion of the landscape consultant).

6.11 The contractor shall prepare and submit 'Spill prevention and control plans' before the start of construction, clearly stating measures to stop the source of the spill, to contain the spill, to dispose the contaminated material and hazardous wastes, and stating designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners, and petroleum products.

6.12 The contractor shall ensure that no construction leaches (Ex: cement slurry) is allowed to percolate into the ground. Adequate precautions are to be taken to safeguard against this including reduction of wasteful curing processes, collection, basic filtering and reuse. The contractor shall follow requisite measures for collecting drainage water run-off from construction areas and material storage sites and diverting water flow away from such polluted areas. Temporary drainage channels, perimeter dike/swale, etc. shall be constructed to carry the pollutant-laden water directly to the treatment device or facility (municipal sewer line).

6.13 All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed.

6.14 All paints, adhesives and sealants should comply with the VOC limits prescribed by GRIHA, as follows:

6.15 All the building materials and systems used on site must be as per the specifications and approved makes by the consultants.

6.16 All required certificates explaining the properties of the building material/system needs to be obtained from the manufacturer/vendor as required by the green building rating authority.

The final certificates would be produced after the approval of green building consultant with necessary due diligence.

The purchase orders of all the materials made with the manufacturers/authorized vendors should be maintained and shall be provided for the process with due diligence upon request.

6.17 Water saving measures as suggested by the consultants need to be followed on site.

6.18 The contractor / subcontractor shall prepare and submit a Site Management Plan (SMP) within 10 days of start, for approval by the Engineer-in-charge. This SMP shall indicate the locations of godown, stockpiles, barricading, waste storage, offices, vehicular movement routes etc. In short this SMP would comprehensively represent how the site activities shall be managed conforming to GRIHA guidelines.

6.19 Any other site management measures suggested by the Engineer-in-charge / green building consultant shall be followed on site.

6.20 The contractor shall submit to the Engineer-in-Charge after construction of the buildings, a detailed as built quantification of the following:

a. Total materials used,
b. Total top soil stacked and total reused,
c. Total earth excavated,
d. Total waste generated,
e. Total waste reused,
f. Total water used,
g. Total electricity consumed, and
h. Total diesel consumed.

6.21 The contractor shall submit to the engineer-in-charge, before the start of construction, a site plan along with a narrative to demarcate areas on site from which top soil has to be gathered, designate area where it will be stored, measures adopted for top soil preservation and indicate areas where it will be reapplied after construction is complete.

6.22 Evidence for the implementation of the all the above required measures shall be provided to the green building consultant in the form of photographs and templates (as provided), which is required for the submission to the green building rating authority (GRIHA).

6.23 Nothing extra shall be payable for above provisions unless otherwise specified in Schedule of Quantities.

6.24 SPECIAL CONDITIONS FOR ENVIRONMENT MANAGEMENT PLAN

A. The contractor shall obtain approval for laying electrical lines from the concerned SE of BERC/BSPHCL/SBPDCL and comply with the provisions as per Terms and condition for determination of Tariff Regulation, 2007 of for construction purpose as well as for final connection.

B. The contractor shall ensure taking necessary steps on urgent basis to improve the living conditions of the labour at site and provide necessary facility to the labour.

C. Contractor has to construct housing colony for labour within the site with all necessary infrastructure and facilities such as health facility, sanitation facility, and fuel for cooking, along with safe drinking water, medical camps, and toilets for women, crèche for infants. The housing may be in the form of temporary structures to be removed after the completion of the project. Details of provisions should be submitted to Engineer In charge for them to submit it to Bihar State Pollution Control Board at the time of obtaining Consent to Establish.

D. During construction period mobile STP of capacity 60 & 20 KLD shall be provided by the contractor for the labour colony. The drains should be of adequate capacity and be lined till the final disposal points. Provision for disinfection of wastewater after treatment and before reuse to be ensured by the contractor.

E. All required sanitary and hygienic measures shall be in place before starting construction activities. The safe disposal of wastewater and solid waste generated during the Construction phase shall be ensured.

F. All the labourers engaged for construction shall be screened for health and adequately treated before engaging them to work at the site.

G. All the topsoil excavated during the construction shall be stored for use in horticulture/landscape development within the project site.

H. Disposal of muck during construction phase shall not create any adverse effect on the neighbouring communities and be disposed taking the necessary precautions for general safety and health aspects of people only in approved sites with approve competent authority.

I. The contractor to ascertain that, there is no threat to the ground water quality by leaching of heavy metals and other toxic contaminants during construction will test soil and ground water samples.

J. Construction spoils, including bituminous material and other hazardous materials must not be allowed to contaminate water courses and the dump sites for such material must be secured so that they do not leach into the ground water.

K. The diesel generator sets to be used during construction phase shall be of low-sulphur- diesel type and shall conform to Environment (Protection) Rules for air and noise emission standards.

L. Vehicles hired for bringing construction material and laborers to the site shall be in good conditions and shall conform to applicable air and noise emission standards and shall be operated during non-peak/approved hours.

M. Ambient noise levels shall conform to residential standards both during day and night. Incremental pollution loads on the ambient air and noise quality shall be closely monitored during construction phase.

N. NOC shall be obtained from National State Disaster Management Authority, · wherever applicable.

O. Water demand during construction shall be reduced by the use of pre-mixed concrete, curing agents and other best practices.

P. Total domestic water requirement shall not exceed 94 KLD during construction stage.

Q. Adequate measures shall be taken to reduce air and noise pollution during construction as per CPCB norms.

R. A First Aid Room should be provided at the project site during construction phase of the project.

S. Any hazardous waste generated during construction phase shall be disposed of as per applicable rules and norms with necessary authorization of the BSPCB.

T. Regular supervision of the above and other measures for monitoring shall be done by Engineer In charge throughout the construction phase, so as to avoid nuisance to the surroundings.

SECTION 7

CPWD SAFETY CODES AND RULES

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than ¼ to 1(¼ horizontal and 1 vertical.)

2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guardrail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)

5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm.(11½") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least ¼" for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the

trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

(i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

(ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged. (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.

iii) Those engaged in welding works shall be provided with welder's protective eye-shields.

iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to:-

a) Entry for workers into the line shall not be allowed except under supervision of the safety officer or any other higher official.

b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.

c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.

e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.

f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.

g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.

h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.

i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.

k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.

l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.

m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.

o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.

p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-

a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.

c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.

9. The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:

i) White lead, sulphate of lead or product containing these pigment, shall not be used in painting operation except in the form of pastes or paint ready for use.

ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.

iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.

iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

v) Overall shall be worn by working painters during the whole of working period.

vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.

vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.

viii) Competent authority may require, when necessary medical examination of workers.

ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.

10. When the work is done near any place where there is risk of drowning, all necessary equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

11. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-

i) (a) These shall be of good mechanical construction, sound materials and adequate.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of Owner machines, the safe working load shall be notified by the Electrical Engineer deputed by the Engineer-in-Charge. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

12. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimize the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

13. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

14. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

15. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by Engineer-in-Charge or their representatives.

16. WARNING/ CAUTION BOARDS: All temporary warning / caution boards / glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time

by the Contractor, wherever required and as directed by the Engineer-in-Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer – in – Charge. Nothing extra shall be payable on this account.

17. SIGN BOARDS**:** The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer-in-Charge. The Contractor shall fabricate and put up a sign board in an approved location and to an approved design indicating name of the project, Owner / owner, architects, structural consultants, Department etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies. Nothing extra shall be payable on this account. Necessary protective and safety equipment shall be provided to the Site Engineer, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site. No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer -in-Charge in this regard. Also all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

18. The PMC of the project has prepared an EHS manual and exhaustive process and guidelines for the EHS implementation plan at site. The documents and the manual containing these process and guidelines are enclosed separately with the tender documents as "EHS Manual". Contractors are expected to go through all the provisions of this EHS manual and apprise themselves of these requirements before submitting their tenders as they would be required during the execution of the project to strictly adhere to those guidelines, provisions and processes.

SECTION 8

Model Rules for the Protection of

Health and Sanitary Arrangements for

Workers Employed by Nalanda University (As per Standard CPWD Procedure)

Or its Contractors

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of Nalanda University (Central Public Works Department/ PWD (DA))in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.
(ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:-

(a) For work places in which the number of contract labour employed does not exceed 50-

Each first-aid box shall contain the following equipment's:-

1. 6 small sterilized dressings.
2. 3 medium size sterilized dressings.
3. 3 large size sterilized dressings.
4. 3 large sterilized burn dressings.
5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms.) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution.

b) For work places in which the number of contract labour exceed 50.

Each first-aid box shall contain the following equipment's.

1. 12 small sterilized dressings.
2. 6 medium size sterilized dressings.
3. 6 large size sterilized dressings.
4. 6 large size sterilized burn dressings.
5. 6 (15 gms.) packets sterilized cotton wool.
6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine.
7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of

Administration indicated on the label.

8. 1 roll of adhesive plaster.
9. 1 snake bite lancet.
10. 1 (30 gms.) bottle of potassium permanganate crystals.

11. 1 pair scissors.
12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India.
13. A bottle containing 100 tablets (each of 5 gms.) of aspirin.
14. Ointment for burns.
15. A bottle of suitable surgical antiseptic solution.

(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
(iv) Nothing except the prescribed contents shall be kept in the First-aid box.
(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

(I) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
(II) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
(III) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

(IV) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

I. In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein

II. Separate and adequate cleaning facilities shall be provided for the use of male and female workers.

III. Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition

6. LATRINES AND URINALS

I. Latrines shall be provided in every work place on the following scale namely :-

a. Where female are employed, there shall be at least one latrine for every 25 females.
b. Where males are employed, there shall be at least one latrine for every 25 males

Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be up to the first 100, and one for every 50 thereafter.

II. Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.

III. Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting nonabsorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system.

IV. (A) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
(b) The notice shall also bear the figure of a man or of a woman, as the case may be.

V. There shall be at least one urinal for male workers up to 50 and one for female workers up to fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females up to the first 500 and one for every 100 or part thereafter.

VI. (a) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
(b) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.

VII. Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.

VIII. Disposal of excreta: - Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pukka tank prepared for the purpose and covering it with a 15 cm. layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).

IX. The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 meters (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head.

Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRÈCHES

I. At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a,b & c.
II. The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
III. The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
IV. The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
V. The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

I. In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
II. The canteen shall be maintained by the contractor in an efficient manner.
III. The canteen shall consist of at least a dining hall, kitchen, and storeroom, pantry and washing places separately for workers and utensils.
IV. The canteen shall be sufficiently lighted at all times when any person has access to it.
V. The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime-washed every four months.
VI. The premises of the canteen shall be maintained in a clean and sanitary condition.
VII. Waste water shall be carried away in suitable covered drains and shall not be allowed to Accumulate so as to cause a nuisance.
VIII. Suitable arrangements shall be made for the collection and disposal of garbage.
IX. The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.

X. The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square meter (10 sqft) per diner to be accommodated as prescribed in sub-Rule 9.

XI. (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.

(b) Washing places for women shall be separate and screened to secure privacy.

XII. Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.

XIII. (a) 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment's necessary for the efficient running of the canteen.

2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.

(b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.

2. A service counter, if provided, shall have top of smooth and impervious material.

3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipment's.

XIV. The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.

XV. The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.

(xvi) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:-

(a) The rent of land and building.

(b) The depreciation and maintenance charges for the building and equipment's provided for the canteen.

(c) The cost of purchase, repairs and replacement of equipment's including furniture, crockery, cutlery and utensils.

(d) The water charges and other charges incurred for lighting and ventilation.

(e) The interest and amounts spent on the provision and maintenance of equipment's provided for the canteen.

(xvii) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

12. AMENDMENTS

Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

SECTION 9

Nalanda University Contractor's Labour Regulations as per Standard (C.P.W.D.) Regulation

C.P.W.D. Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the C.P.W.D./PWD (DA) Contractors Labour Regulations.

2. DEFINITIONS

i) Workman means any person employed by the Owner or its contractor directly or indirectly through a subcontractor with or without the knowledge of the Owner to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

a. Who is employed mainly in a managerial or administrative capacity : or

b. Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per mensem or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or3

c. Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

ii) Fair Wages means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

iv) Wages shall have the same meaning as defined in the Payment of Wages Act.

3.

i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.

iii) a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.

b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.

c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

i) The contractor shall fix wage periods in respect of which wages shall be payable
ii) No wage period shall exceed one month.
iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
vi) Wages due to every worker shall be paid to him direct or to other person authorized by him in this behalf.
vii) All wages shall be paid in current coin or currency or in both.
viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Engineer-in-Charge under acknowledgment.
x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the Engineer-in-Charge who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
xi) The contractor shall obtain from the authorized representative of the Engineer-in-Charge as the case may be, a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:-

"Certified that the amount shown in column No .....has been paid to the workman concerned in my presence on ..... at ....."

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

(i) The wages of a worker shall be paid to him without any deduction of any kind except the following:-
   (a) Fines
(b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default
(d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.
(e) Any other deduction which the Central Government may from time to time allow.

(i) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: - An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X

(ii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
(iii) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
(iv) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.
(v) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

(i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)
(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI).
(iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

a) Full particulars of the labourers who met with accident.
b) Rate of Wages.
c) Sex
d) Age
e) Nature of accident and cause of accident.
f) Time and date of accident.
g) Date and time when admitted in Hospital,

h) Date of discharge from the Hospital.
i) Period of treatment and result of treatment.
j) Percentage of loss of earning capacity and disability as assessed by Medical Officer.
k) Claim required to be paid under Workmen's Compensation Act.
I) Date of payment of compensation.
m) Amount paid with details of the person to whom the same was paid.
n) Authority by whom the compensation was assessed.
o) Remarks

(v) The contractor shall maintain a Register of Fines in the Form XII of the CL (R&A) Rules 1971 (Appendix-XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
(vi) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
(vii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
(viii) viii) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

(i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII)
(ii) The card shall be valid for each wage period.
(iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
(iv) The card shall remain in possession of the worker during the wage period under reference.
(v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
(vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour

Officer or any other officers authorized by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorized by Central Government on their behalf shall have power to make enquires with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorized as aforesaid shall submit a report of result of his investigation or enquiry to the Engineer-in-Charge indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Engineer-in-Charge after the Competent Authority has given his decision on such appeal.

i) The Executive Engineer shall arrange payments to the labour concerned within 45 days from the receipt of the report form the Labour Officer or the Superintending Engineer as the case may be.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorized may appeal against such decision to the Superintending Engineer concerned within 30 days from the date of decision, forwarding simultaneously a copy of his appeal to the Executive Engineer concerned but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. **PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER**

i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:-

a) An officer of a registered trade union of which he is a member.

b) An officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.

ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :-

a) An officer of an association of employers of which he is a member.

b) An officer of a federation of associations of employers to which association referred to in clause (a) is affiliated.

c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.

iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorized by the Central Government on his behalf.

17. SUBMISSIONS OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.

SECTION 10

LIST OF ACTS AND OMISSIONS FOR WHICH

FINES CAN BE IMPOSED

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

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

1. Willful insubordination or disobedience, whether alone or in combination with other.
2. Theft, fraud or dishonesty in connection with the contractors beside a business or property of the Owner.
3. Taking or giving bribes or any illegal gratifications
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the Owner or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Form H CHECK LIST FOR BIDDER

Sr. No.	Check Item	Yes/No	No of Pages
	Received and studied the following documents		
	Main Tender Document including the NIT, General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Tender Forms & Formats in the soft copy .pdf form containing a total number of ----- pages excluding the cover page		
	Bill of Quantities in the .xls format containing ….. Work sheets in one workbook. The last row number with relevant data in various sheets in the work book are …...		
	Total number of tender drawings received and studied are -----		
	Cover letter is complete on the company letterhead and signed by the authorized signatory and stamped with company seal.		
	The tender being filled is in total compliance with the terms specified and there is no assumption of any special condition in addition to what has been specified in the tender documents by the owners		
Envelope 1: Earnest Money and E Tender processing fee			
	EMD for the total amount		
	Demand Draft for E-Tender Processing Fee		
	Envelope marked as Envelope 1 on Top and titled as "Earnest Money and E Tender processing fee"		
	Envelop 1 is sealed and signed		

Envelope 2 will contain the following documents in two separate envelopes 2A, 2B and will be titled "Eligibility Documents"			
	Envelope A: Pre-Qualification Documents		
	Documents certified by a chartered accountant in support of Average Annual Financial Turnover during the last 3 years, ending 31st March of the previous financial year has been submitted and the average annual financial turnover is more than or equal to 100% of the estimated cost		
	A Certificate from a Chartered Accountant duly certifying that the bidder has not incurred any loss (profit after tax should be positive) in more than two (2) years during the available last five consecutive financial years, ending 31st March 2016.		
	Documents in support of having successfully completed similar works during last 7 years as mentioned below Three similar completed works costing not less than the amount equal to Rs 194 Crores or two similar completed works costing not less than Rs 291 Crores or one similar completed work costing not less than Rs 388 Crores.		
	Solvency Certificate for at least Rs 194 Crores. The Certificate shall not be of a date, which is more than six months prior to the date of submission of the tender.		
	From A to H completed, signed, stamped and put together along with all the relevant documentary proofs solicited in the Form A to H shall be put in Envelope 2A.		
	Envelope marked as Envelope 2A on Top and titled as "Eligibility documents"		
	Envelop 2A is sealed and signed		
	Scanned copy of the Technical eligibility documents uploaded on the e-tendering portal		

	Envelope 2B Signed Tender Documents		
	Signed and stamped all the pages of the tender documents as uploaded by the University (Notice Inviting Tender, Schedule of Quantities, BOQ, Technical Specifications and all the tender drawings). The bidders do not require to upload these documents in the e-tendering portal. However a declaration must be uploaded under the relevant packet stating in oath that the signed tender documents will be submitted physically on or before 03:00 PM on 20th October 2016.		
	All these documents put together in an envelope and the envelope marked as Envelope 2B on Top and titled as "Signed Tender Documents".		
	Envelop 2B is sealed, signed and stamped		
	Envelope 2A and 2B put together in Envelope for Technical Tender and Envelope marked as **Technical Tender** for the "Tender for Non-Residential parcel for development of Permanent Campus of NU Rajgir, Bihar "		
	Envelope for Technical Tender is sealed, signed and stamped		
ENVELOPE 3 FOR FINANCIAL TENDER			
	Bill of quantities duly filled in and compiled with rates quoted as percentage below/above/at par with the rates entered in the Schedule of quantities, total amounts tendered, (in duplicate) and other relevant commercial information (tender) signed by authorized signatory shall be placed separately in a sealed Envelope 3. Bidder must submit a soft copy of BOQ with rates quoted as percentage below/above/at par with the rates entered in the Schedule of quantities and amounts in editable Format on a CD also in the envelope. Envelope 3 shall be super scribed as **"Envelop 3: Financial Tender"** and opened only after bidder's eligibility to participate in the tender is successfully established and accepted by NU.		

	Envelope marked as Envelope for Financial Tender on Top and titled as "Financial Tender" for the "Tender for development of Permanent Campus for NU Rajgir, Bihar"		
	Envelop is sealed, signed and stamped		