

UNIVERSITY OF NORTH BENGAL
OFFICE OF THE REGISTRAR
Accredited by NAAC with Grade A



সমানো মন্ত্র: সমিতি: সমানী

Abridged Notice Inviting Tenders

Rates are invited from the reputed agencies through online against the works vide eNIT No- NBU/UE/120/20-21 to eNIT No-NBU/UE/123/20-21. Last date & time for submission of bid through online is 17/02/2021 upto 11.00 a.m. For further details please visit www.nbu.ac.in/wbtenders.gov.in or may be communicated to the Office of the University Engineer, NBU.

Advt. No. 395 /R-2021

Dated : 03.02.2021

Registrar (Officiating)



OFFICE OF THE UNIVERSITY ENGINEER

(Raja Rammohunpur, PO-North Bengal University, Dist-Darjeeling, Pin-734013)

Ref. No.:

Date: 02/02/2021

Abridged Notice Inviting e-Tender e-NIT No. - NBU/UE/ 120/20-21

Sealed tenders are invited from reputed eligible contractors as per details furnished below: -

- 1) **Name of work**--- Renovation work of 8 nos. rooms, lounge area, staircase passage, dining hall, roof treatment works etc. at Guest House old portion, necessary renovation of 5 nos. toilets at Chemistry Department, Parking area development in front of Engineering branch, Biotechnology department, Computer Centre along with some other necessary works at other places at NBU Campus.
- 2) **Estimated cost**—Rs. **20,99,745.00**
 - i) **Earnest money**—A sum of **Rs. 41995.00** (Rupees Forty one thousand nine hundred ninety five only) in the form of CTS Demand Draft from any bank as recognized by the RBI/or, Banker's cheque from SBI, NBU Branch in favour of University of North Bengal payable at Siliguri is to be uploaded with the tender documents as earnest money, failing which the tender will be treated as cancelled. **No exemption or preference will be given to any PSU, MSME or else from submitting this EMD.**
- 3) **Time of completion**....120 (one hundred twenty) days.
- 4) **Eligibility**..... (i)Intending bidders should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or, (ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, (iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of (i) above. In case of running works, only those tenderers who will submit the certificates of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, ie., the tenderer.
The photocopy of the credential certificate(s) is required to be uploaded with the tender documents; otherwise the tender will be treated as cancelled. Payment certificate will not be treated as credentials. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/ Central Govt. Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute, on the executed value of completed work will be taken as credential.
- 5) **Defect Liability Period**...1 (one) year from the date of successful completion of the job.
- 6) **Price of formal agreement**---During execution of formal agreement (4 sets) price of tender documents & cost of W. B. F. No.-2911(ii) will have to be paid by the successful tenderer @ Rs2005.00/set.

The University authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for such action. Bidders are requested to be present at the time of opening of tenders. For further enquiry, intending tenderers may contact the office of the University Engineer, University of North Bengal, in any University's working day between 12.00 noon to 3.00 p.m.

Date & time schedule: -

Sl.No.	Particulars	Date & Time
1	Date of Publishing of e-NIT & Tender Documents (online) –	02/02/2021
2	Documents download/ sell start date & time (online)	02/02/2021 from 6.00 p.m.
3	Prequalification, technical and financial bid submission starting date & time (online)	02/02/2021 from 6.00 p.m.
4.	Pre-bid meeting at the office of the University Engineer, NBU	NOT APPLICABLE
5.	Documents download/sell closing date & time (online)	17/02/2021 upto 11:00 a.m.
6.	Prequalification, technical and financial bid submission closing date & time (online)	17/02/2021 upto 11:00 a.m
7.	Date & time of opening of prequalification proposals & technical proposal (online)	19/02/2021 after 11:00 a.m
8.	Tentative date & time of uploading of list of technically qualified bidders (online)	To be notified later.
9.	Tentative date & time of opening of financial bid (online)	To be notified later.
10.	Tentative date of uploading of list of bidders along with their offered rates (online)	To be notified later.

University Engineer
University of North Bengal

Special Terms and Conditions: ----

- 1) GST, Royalty and all other statutory levy/cess, taxes will have to be borne by the contractor and the rates in the schedule of rates/BOQ are inclusive of all such taxes and Cess as stated above.
- 2) Release of Security Deposit and Defect Liability Period will be governed as per Notification no-5784-PW/L&A/2M-175/2017, date-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.
- 3) **Intending bidders have to upload the following documents duly self-attested/digitally signed---**
 - a) Valid Professional Tax receipt for the year 2020-2021.
 - b) GST registration certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
 - g) Credential certificate(s) as asked for/ mentioned above.
 - h) In case of partnership firm, a copy of registered partnership deed and in case of company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
 - i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.
 - j) Scan copy of EMD.
 - k) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
 - l) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Only relevant documents (documents sought for) are to be uploaded, unnecessary / junk documents should not to be uploaded. Documents those are being uploaded should be indexed in a separate page clearly stating the nature/subject of the document. Uploading of irrelevant documents will be treated as disqualification of bidder.

- 4) **Verification of documents:** All the documents submitted/uploaded by the Bidders should be properly indexed. After opening of technical proposal technically qualified bidders may be called for the original copies of their uploaded documents at the office of the University Engineer during office hours, within the stipulated time before/after opening of financial proposal. But after opening of financial proposal the lowest bidder must have to show his/her original copies of uploaded documents to the office of the University Engineer during office hours, within 3 working days after opening of financial proposal or as asked for. At that time the lowest bidder has to submit the original EMD, Affidavits and other required documents (as asked for) at the office of the University Engineer. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for technical qualification will be revoked. Moreover, it will be considered as an attempt to disturb the tendering process which may attract penal action against the bidder including blacklisting.
- 5) Deduction of taxes, security deposit etc shall be governed as per prevailing Government norms (Govt. of WB) or as amended by the Government (WB) time to time.
- 6) Mobilization advance or secured advance shall not be paid to the contractor.
- 7) Payment for the work will be made on availability of fund under the respective head of account.
- 8) In case of use of major construction materials viz. cement, steel, bitumen, cationic emulsion etc which are to be supplied by the contractor, necessary test certificates (duly self-attested) shall have to be furnished to the University Engineer or to his representatives before using of those materials for the works. The University Engineer, NBU or his representative may ask the contractor to arrange for testing of those materials at the laboratory as decided by him and the necessary testing charges shall be borne by the contractor. No additional payment will be made in this regard.

- 9) All materials required to be used by the contractor for the work are to be procured from the market by the contractor as per IS specification/as recommended and shall duly be approved by the University Engineer or by his authorized representatives.
- 10) The University Engineer or the University Authority, University of North Bengal reserves the right for verification of any original documents in regards to the tender process or works executed by the contractor at their discretion at any time during tender process or during pendency of the contract against the documents/photocopies submitted/uploaded by the contractor or materials used in the works. If any tenderer fails to produce the original hard copies of the documents (as asked during verification) or any other documents on demand by the University Engineer or by the University Authority within a specified time frame or if any deviation is detected in the hard copies with respect to the photocopies or if there is any suppression, the tender for that tenderer will be treated as cancelled or shall be treated as breach of contract and the tenderer will be suspended from participating in the tenders by this Institution for a period of 3 (three) years. In addition to that the earnest money deposit will stand forfeited. Other penal actions will be as stated in the 2911/2911(i)/2911(ii). The University Authority may also take necessary legal/administrative actions against such defaulting tenderers and for the court cases the jurisdiction will be Calcutta High Court.
- 11) The bidder whose bid has been accepted will be informed by the letter of acceptance/work order. The letter of acceptance/work order will constitute the formation of the contract. The agreement in W.B.F No-2911/2911(i)/2911(ii) with all his amendments will incorporate the agreement between the University Engineer and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. in this regard will be the part of the contract documents.
- 12) Conditional/incomplete tender will not be accepted under any circumstances.
- 13) The bidders, at their own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- 14) Price adjustment in respect of any construction material will not be allowed under any circumstances for this work.
- 15) Prevailing safety norms has to be followed by the contractor, so that LTI (loss of time due to injury) is zero.
- 16) Contractor shall have to arrange plant & machineries, tools and tackles, storing of materials, labour shed, laboratory, water, electricity, site office, godown etc. required for work at their own cost and responsibility.
- 17) Site of work and necessary drawings may be handed over to the agency phase-wise. No claim in this regards will be entertained.
- 18) The contractor shall arrange for all means of transport including Railway Wagons required for carriage and supply of materials and also the materials required for the construction work. The department may however, at their own discretion grant necessary certificates, if required, for procurement of railway wagons. But, in case of failure of the department to help the contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If railway wagons are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.
- 19) Notwithstanding the provisions made in the related printed tender form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the contractor if so, directed by the University Engineer or by his representative and the rates will be fixed with manner as stated below—
 - a) Rate of supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
 - b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical Works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT or from the University's existing approved rate.
 - c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour, carriage cost, GST, sundries, water charges, labour welfare cess etc. as applicable and prevailing at the time of execution of such item of work. Profit and Overhead charges (both together) @ 15% (fifteen percent) be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the

work order book/site order book (University Engineer or his representative shall be the custodian of that triplicate book whose pages should be machine numbered. The contractor shall supply this book at his own cost and the contractor or his authorized representative may take away one copy of such every instruction provided in that book by the client for his own record and guidance) or any written order from the University Engineer or his representative of University of North Bengal.

- 20) Where there are any discrepancies between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern. Besides, if any discrepancies found in the unit rate, the rate of item(s) shall be analyzed from rates incorporated/mentioned in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.
- 21) If any part of work is found to be of inferior quality than that specified in the tender or as per IS specification, reduced rate will be applicable as will be finalized by the University Engineer or the competent authority of the University of North Bengal.
- 22) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative(s) of the department.
- 23) Whatever the reasons may be, no claim of idle labour, enhancement of labour rate, additional establishment cost, cost of TOLL and hire & labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 24) All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards the University Authority.
- 25) All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Roads and Bridges Works (5th revision) and IS codes and the University Engineer, University of North Bengal (or by his representatives) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the University Engineer or his representative may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the University Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer. The cost of all such tests and arrangements would be borne by the contractor.
- 26) Time for completion as specified in the tender shall be deemed to be the essence of the contract and shall be reckoned from the date of issue of letter of acceptance/work order, if not mentioned otherwise.
- 27) In case of fore-closure or abandoned of the works by the University authority the contractor will be eligible to be paid for the finished work/actual work done but not for any losses.
- 28) The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delays arising out of modification of the work, drawings, due to non-delivery of the possession of site etc.
- 29) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate. And the drawing(s) may be seen from the office of the undersigned during office hours in any University's working day before submission of rate(s).
- 30) Supervision of electrical components of works will be carried out by concerned wings of the department (office of the University Engineer) under the overall coordination of the University Engineer as the case may be.
- 31) The Electrical work shall be carried out as per the specification of PWD, Govt. of West Bengal for electrical works as amended up to date and as per additional specifications and conditions for this work.
- 32) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 33) All concealed and earthing work shall be done in the presence of the University Engineer or his authorized representative for electrical works.
- 34) The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost, failing which the same shall be got rectified/made good at the risk and cost of the contractor.
- 35) The whole work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 36) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
- 37) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman license/worksmen permit/supervisory license etc. as required for the work and such license should be from the Government/competent authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.

- 38) The Tender Accepting Authority/University Engineer/Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and to amend/change/supplement/cancel any clause or the whole tendering process, at any point of time without any obligation & assigning any reasons what-so-ever.
- 39) No documents will be entertained, if sent by post/courier/e-mail or any other hard form.
- 40) If there be any objection of any participant regarding prequalification or technical evaluation, that should be lodged to the tender inviting authority within 24 hours from the date of publication of list of qualified agencies and beyond that time, no objection will be entertained.
- 41) If any discrepancy/contradiction arises between two similar clauses in same notification, the clause as stated in later notifications will supersede former one in following sequence:
- i) West Bengal Form No. 2911/2911(i)/2911(ii).
 - ii) E-NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).
- However, if such discrepancy / contradiction in E-NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the University Engineer, NBU for necessary correction/corrigendum. No advantage could be claimed by the agency for such inadvertent mistakes / errors after finalization of tender or during execution of works.
- 42) **There is no provision/scope of Joint Venture (JV) under this contract.**
- 43) There shall be no provision for Arbitration under this contract, provision under clause 25 of WBF No.2911/2911(i)/2911(ii) is thus considered deleted. For any discrepancies, the decision taken by the Vice Chancellor, University of North Bengal is final and binding.

INSTRUCTION TO BIDDERS

SECTION-A

1. General Guidance for e-Tendering-

Instructions / Guidelines for tenderer/bidder for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

2. Registration of Contractor-

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://etender.wb.nic.in>. the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)-

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of requisite amount details of which are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.

1. The contractor can search & download E-NIT& Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
2. **Submission of Tenders.** General process of submission
Tenders are to be submitted online through the website stated in Cl. 2 in two folders as per tender schedule, i.e Prequalification with Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC), The documents are to be uploaded (virus scanned copy) duly Digitally Signed wherever necessary. The documents will get encrypted (transformed into non-readable formats).

A. TECHNICAL PROPOSAL---

The Technical Proposal to be submitted in the following two covers (Folders): -

A-1. Statutory Cover Containing: -

Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Contractor: -

- (a) e-N.I.T.
- (b) W.B.F. 2911/2911(i)/2911(ii) (No rates to be given)
- (c) Scan copy of EMD.
- (d) Credential certificate(s).
- (e) Notification no-5784-PW/L&A/2M-175/2017, dated-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.

(f) Others (All section of tender document i.e. Form-I, Form-II & Form-III).

A-2. Non-Statutory Cover: -

This will contain the following scanned documents to be uploaded virus scanned and duly digitally signed by the bidder: -

- a) Valid Professional Tax receipt for the year 2020-2021.
- b) GST registration certificate.
- c) PAN card.
- d) Valid Trade Licence.
- e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
- g) In case of Partnership Firm, a copy of registered partnership deed and in case of Company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
- h) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public
- i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
- j) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Intending Bidders should upload documents as per following folders in My Document: --

Sl.	Category Name	Sub-Category Description	Details
A	Certificates	Certificate	a) Valid Professional Tax receipt for the year 2020-2021. b) GST Registration certificate. c) PAN Card. d) Valid Trade Licence. e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
B	Company Details	Company Details	a) Partnership Deed and Trade Licence for Partnership Firm. b) Incorporation Certificate, Trade Licence for Ltd. Company. e) Society Registration Certificate and Trade License for Society. f) Anything other, as may be relevant.
C	Credential	Credential	a) Credential certificate(s) as asked for/ mentioned above.
D	Additional Information		Any other information applicant considers being relevant in connection with the eligibility to participate in the tender.

E	Declaration	Declaration	<p>a) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.</p> <p>b) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate /Notary Public.</p> <p>c) Others (All section of tender document i.e. Form-I, Form-II & Form-III).</p>
F	Financial Information		<p>a) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.</p>

SECTION-B

FORM-I

PRE-QUALIFICATION APPLICATION

To
The University Engineer,
University of North Bengal,
Raja Rammohunpur,
PO-North Bengal University,
Dist—Darjeeling,
Pin-734013.

Ref: -Tender for

(Name of work) :
.....
.....

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

Dear Sir,

Having examined the Statutory, Non statutory & e-NIT documents, I / we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of in the capacity.....duly.....authorized to submit the offer. The necessary evidence admissible by law in respect of authority assigned to us on behalf of them group of firms for Application and for completion of the contract documents is attached herewith

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

- (a) Tender Accepting Authority/ University Engineer can amend the scope & value of the contract bid under this project.
- (b) Tender Accepting Authority/University Engineer reserve the right to reject any application without assigning any reason.

Enclo: -e-Filling:

- 1) Statutory Documents
- 2) Non Statutory Documents

Signature of applicant including title and capacity in which application is made

Date: -

SECTION – B

FORM-II

Detail of Organization

1. Name of Applicant: (Indicate whether proprietary firm,) Partnership, Limited Company, Corporation/Others)
2. Office Address: -
3. Telephone/Mobile No.: -
4. Fax No.: -
5. E-Mail address: -
6. Name and address of Banker: -

Signature of applicant including title and capacity in which applicant is made

SECTION-B
FORM-III

DECLARATION BY BIDDER

D E C L A R A T I O N

Declaration in support of Finance Rule No-11(i) in respect of University works stating that no tender shall be accepted from any person directly or indirectly related with those employees of the University who hold University Service Book: --

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

I,, son of,
aged about.....years residing at,
.....,by occupationdo hereby
solemnly affirm and say as follows:--

- 1) That I am the..... (Designation) of(Name of Tendered) and I am duly authorized and competent to affirm on behalf of the said Tendered.
- 2) The undersigned also hereby certifies that neither our firm _____ nor any of its constituent partners is directly or indirectly related with any employees/officials of the University who hold University Service Book.
- 3) I, the undersigned do certify that all the statements made hereinabove are true and correct. In case of any information submitted is proved to be false or concealed, the application may be rejected or the work might be revoked at any time and no objection / claim will be raised by the undersigned. Moreover, it may be considered as an attempt to disturb the tendering process and the University authority may take such legal or administrative action as they deem fit against such misconduct.

Date—

Seal of Applicant

Signature of the Bidder

DECLARATION BY THE TENDERER/ QUOTATIONER

IN RESPECT OF GENERAL CONDITION OF CONTRACT

[Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- (Rupees ten only) and to be enclosed with the Tender Documents which is required to be mentioned in the forwarding letter of the Tenderer/Quotationer.]

I,, son ofaged aboutyears by occupationdo hereby solemnly affirm and say as follows:

4) That I am the..... (Designation)..... of(Name of Tendered) and i am duly authorized and competent to affirm on behalf of the said Tendered.

That my / our authorized and competent personnel including myself have inspected all the sites of work covered under **Electronic Tender No. - NBU/UE/120/20-21 of the University Engineer, University of North Bengal** and have made ourselves fully acquainted with the site conditions and local conditions in or around the site of work. We have also carefully gone through the Notice Inviting Tender and Tender Documents and WBF 2911/2911(i)/2911(ii) mentioned there in. Tender of the above named Tenderer/Quotationer is offered upon due consideration of all factors and if the same is accepted, I, on behalf of the aforesaid Tenderer/Quotationer, being duly authorized, promise to abide by all the covenants, conditions and stipulation of the contract document and to carry out, complete design, construction, supply, erection, commissioning, performance guarantee test and operation and maintenance of the work to the satisfaction of the EIC of the work and abide by his instruction as may be given by him from time to time to that effect. I also undertake to abide by the provisions of law including the provisions of law including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Apprentice Act, 1961, West Bengal Sales Tax Act., Income Tax, GST as would be applicable to the Tenderer/Quotationer upon entering into formal contract / agreement with the University of North Bengal.

- 1) That I declare that no relevant information as required to be furnished by the Tenderer/ Quotationer have been suppressed in the Tender Documents.
- 2) That I declare that we will not claim any compensation in any manner whatsoever in the event of becoming unsuccessful Tenderer/Quotationer.
- 3) That I declare that concerned University authority shall not be held responsible for making payment against any anticipated profit and / or compensation for any losses, whatsoever for the works as stated in this Tender Documents and we shall not claim any payment for such purpose in the event of becoming unsuccessful Tenderer/ Quotationer.
- 4) That the statements made in paragraph No. 1 to 5 are true to the best of my knowledge and belief.

Solemnly affirmed by the

Said.....

(1st class Judicial Magistrate /Notary Public)

Deponent before me

(Signature of Contractor)

B. (II) Financial Proposal: --

The financial proposal should contain the following documents in one cover (folder): --

- a) Financial Bid in which the contractor is to quote the rate online in the space marked for quoting rate in the BOQ. Only downloaded copies of the above Documents are to be uploaded, virus scanned & digitally signed by the contractor.

5. Opening & Evaluation of tender: -

5.1 Opening of prequalification & technical proposal: -

- i. Technical proposals will be opened by the University Engineer, University of North Bengal or authorized representative of North Bengal University electronically from the web site using their Digital Signature Certificate.
- ii. Intending Tenderer/Quotationers may remain present if they so desire.
- iii. Statutory documents will be opened first & if found in order, non-statutory documents will be further opened. If there is any deficiency in such documents the tender will summarily be rejected.
- iv. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible Tenderers/Quotationers will be uploaded in the web portals.
- v. While evaluation, the committee may summon the Tenderers/ Quotationers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

5.2. Opening of Financial proposal: -

- i. Financial proposals of the Tenderers / Quotationers declared technically eligible will be opened electronically from the web portal on the prescribed date, by the University Engineer, University of North Bengal or authorized representative of North Bengal University.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. The Financial Proposal shall be evaluated by the Tender Accepting Authority/University Engineer, University of North Bengal. Final summary result containing inter – alia name of contractors and the rates quoted by them shall be uploaded provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the University Engineer, further negotiation meeting with the lowest bidder may be held at his office which will be done offline. The final negotiation statement shall be uploaded in the website.

6. Penalty for suppression/distortion of facts: -

If any Tenderers /Quotationers fails to produce the original hard copies of the documents or any other documents on demand of the University Engineer/Tender Inviting Authority/Tender Accepting Authority at any stage of tender process/pendency of the contract within a specified time frame or if any deviation is detected in the hardcopies from the uploaded soft copies or if there is any suppression of documents/fact, the Tenderer/ Quotationer will be barred from participating the tenders for a period of 3 years maximum and shall be judged as per level of offense(s) to be decided by the University Authority. In addition, his Earnest Money Deposit may stand forfeited. Besides, the University authority may take appropriate legal/administrative action against such defaulting tenderer/ Quotationer.

7. Award of Contract: -

The Tender Inviting Authority/University Engineer/Tender Accepting Authority reserves the right to accept or reject any bids and cancel the bidding processes and reject all bids at any time or distribute the work prior to the award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Tender Inviting Authority/University Engineer/Tender Accepting Authority action. The bidder who's bid will be accepted, notified by the University Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911/2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University Engineer and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. will be the part of the contract documents/agreement.

University Engineer
University of North Bengal



OFFICE OF THE UNIVERSITY ENGINEER

(Raja Rammohunpur, PO-North Bengal University, Dist-Darjeeling, Pin-734013)

Ref. No.:

Date: 02/02/2021

Abridged Notice Inviting e-Tender **e-NIT No. - NBU/UE/ 121/20-21**

Sealed tenders are invited from reputed eligible contractors as per details furnished below: -

- 1) **Name of work**--- Replacement of old rusted tin sheet with PUF insulated sandwich roof panels at Rabindra Bhanu Mancha along with some other allied works at NBU Campus.
- 2) **Estimated cost**—Rs. 15,35,532.00.
- 3) **Earnest money**—A sum of **Rs. 30,711.00** (Rupees Thirty thousand seven hundred eleven only) in the form of CTS Demand Draft from any bank as recognized by the RBI/or, Banker's cheque from SBI, NBU Branch in favour of University of North Bengal payable at Siliguri is to be uploaded with the tender documents as earnest money, failing which the tender will be treated as cancelled. **No exemption or preference will be given to any PSU, MSME or else from submitting this EMD.**
- 4) **Time of completion**....60 (sixty) days.
- 5) **Eligibility**..... (i) Intending bidders should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or, (ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, (iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of (i) above. In case of running works, only those tenderers who will submit the certificates of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, ie., the tenderer.
The photocopy of the credential certificate(s) is required to be uploaded with the tender documents; otherwise the tender will be treated as cancelled. Payment certificate will not be treated as credentials. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/ Central Govt. Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute, on the executed value of completed work will be taken as credential.
- 6) **Defect Liability Period**...1 (one) year from the date of successful completion of the job.
- 7) **Price of formal agreement**---During execution of formal agreement (4 sets) price of tender documents & cost of W. B. F. No.-2911(ii) will have to be paid by the successful tenderer @ Rs2005.00/set.

The University authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for such action. Bidders are requested to be present at the time of opening of tenders. For further enquiry, intending tenderers may contact the office of the University Engineer, University of North Bengal, in any University's working day between 12.00 noon to 3.00 p.m.

Date & time schedule: -

Sl.No.	Particulars	Date & Time
1	Date of Publishing of e-NIT & Tender Documents (online) –	02/02/2021
2	Documents download/ sell start date & time (online)	02/02/2021 from 06.00 p.m.
3	Prequalification, technical and financial bid submission starting date & time (online)	02/02/2021 from 06.00 p.m.
4.	Pre-bid meeting at the office of the University Engineer, NBU	NOT APPLICABLE
5.	Documents download/sell closing date & time (online)	17/02/2021 upto 11:00 a.m.
6.	Prequalification, technical and financial bid submission closing date & time (online)	17/02/2021 upto 11:00 a.m
7.	Date & time of opening of prequalification proposals & technical proposal (online)	19/02/2021 after 11:00 a.m
8.	Tentative date & time of uploading of list of technically qualified bidders (online)	To be notified later.
9.	Tentative date & time of opening of financial bid (online)	To be notified later.
10.	Tentative date of uploading of list of bidders along with their offered rates (online)	To be notified later.

University Engineer
University of North Bengal

Special Terms and Conditions: ----

- 1) GST, Royalty and all other statutory levy/cess, taxes will have to be borne by the contractor and the rates in the schedule of rates/BOQ are inclusive of all such taxes and Cess as stated above.
- 2) Release of Security Deposit and Defect Liability Period will be governed as per Notification no-5784-PW/L&A/2M-175/2017, date-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.
- 3) **Intending bidders have to upload the following documents duly self-attested/digitally signed---**
 - a) Valid Professional Tax receipt for the year 2020-2021.
 - b) GST registration certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
 - g) Credential certificate(s) as asked for/ mentioned above.
 - h) In case of partnership firm, a copy of registered partnership deed and in case of company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
 - i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.
 - j) Scan copy of EMD.
 - k) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
 - l) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Only relevant documents (documents sought for) are to be uploaded, unnecessary / junk documents should not to be uploaded. Documents those are being uploaded should be indexed in a separate page clearly stating the nature/subject of the document. Uploading of irrelevant documents will be treated as disqualification of bidder.

- 4) **Verification of documents:** All the documents submitted/uploaded by the Bidders should be properly indexed. After opening of technical proposal technically qualified bidders may be called for the original copies of their uploaded documents at the office of the University Engineer during office hours, within the stipulated time before/after opening of financial proposal. But after opening of financial proposal the lowest bidder must have to show his/her original copies of uploaded documents to the office of the University Engineer during office hours, within 3 working days after opening of financial proposal or as asked for. At that time the lowest bidder has to submit the original EMD, Affidavits and other required documents (as asked for) at the office of the University Engineer. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for technical qualification will be revoked. Moreover, it will be considered as an attempt to disturb the tendering process which may attract penal action against the bidder including blacklisting.
- 5) Deduction of taxes, security deposit etc shall be governed as per prevailing Government norms (Govt. of WB) or as amended by the Government (WB) time to time.
- 6) Mobilization advance or secured advance shall not be paid to the contractor.
- 7) Payment for the work will be made on availability of fund under the respective head of account.
- 8) In case of use of major construction materials viz. cement, steel, bitumen, cationic emulsion etc which are to be supplied by the contractor, necessary test certificates (duly self-attested) shall have to be furnished to the University Engineer or to his representatives before using of those materials for the works. The University Engineer, NBU or his representative may ask the contractor to arrange for testing of those materials at the laboratory as decided by him and the necessary testing charges shall be borne by the contractor. No additional payment will be made in this regard.

- 9) All materials required to be used by the contractor for the work are to be procured from the market by the contractor as per IS specification/as recommended and shall duly be approved by the University Engineer or by his authorized representatives.
- 10) The University Engineer or the University Authority, University of North Bengal reserves the right for verification of any original documents in regards to the tender process or works executed by the contractor at their discretion at any time during tender process or during pendency of the contract against the documents/photocopies submitted/uploaded by the contractor or materials used in the works. If any tenderer fails to produce the original hard copies of the documents (as asked during verification) or any other documents on demand by the University Engineer or by the University Authority within a specified time frame or if any deviation is detected in the hard copies with respect to the photocopies or if there is any suppression, the tender for that tenderer will be treated as cancelled or shall be treated as breach of contract and the tenderer will be suspended from participating in the tenders by this Institution for a period of 3 (three) years. In addition to that the earnest money deposit will stand forfeited. Other penal actions will be as stated in the 2911/2911(i)/2911(ii). The University Authority may also take necessary legal/administrative actions against such defaulting tenderers and for the court cases the jurisdiction will be Calcutta High Court.
- 11) The bidder whose bid has been accepted will be informed by the letter of acceptance/work order. The letter of acceptance/work order will constitute the formation of the contract. The agreement in W.B.F No-2911/2911(i)/2911(ii) with all his amendments will incorporate the agreement between the University Engineer and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. in this regard will be the part of the contract documents.
- 12) Conditional/incomplete tender will not be accepted under any circumstances.
- 13) The bidders, at their own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- 14) Price adjustment in respect of any construction material will not be allowed under any circumstances for this work.
- 15) Prevailing safety norms has to be followed by the contractor, so that LTI (loss of time due to injury) is zero.
- 16) Contractor shall have to arrange plant & machineries, tools and tackles, storing of materials, labour shed, laboratory, water, electricity, site office, godown etc. required for work at their own cost and responsibility.
- 17) Site of work and necessary drawings may be handed over to the agency phase-wise. No claim in this regards will be entertained.
- 18) The contractor shall arrange for all means of transport including Railway Wagons required for carriage and supply of materials and also the materials required for the construction work. The department may however, at their own discretion grant necessary certificates, if required, for procurement of railway wagons. But, in case of failure of the department to help the contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If railway wagons are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.
- 19) Notwithstanding the provisions made in the related printed tender form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the contractor if so, directed by the University Engineer or by his representative and the rates will be fixed with manner as stated below—
 - a) Rate of supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
 - b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical Works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT or from the University's existing approved rate.
 - c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour, carriage cost, GST, sundries, water charges, labour welfare cess etc. as applicable and prevailing at the time of execution of such item of work. Profit and Overhead charges (both together) @ 15% (fifteen percent) be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the

work order book/site order book (University Engineer or his representative shall be the custodian of that triplicate book whose pages should be machine numbered. The contractor shall supply this book at his own cost and the contractor or his authorized representative may take away one copy of such every instruction provided in that book by the client for his own record and guidance) or any written order from the University Engineer or his representative of University of North Bengal.

- 20) Where there are any discrepancies between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern. Besides, if any discrepancies found in the unit rate, the rate of item(s) shall be analyzed from rates incorporated/mentioned in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.
- 21) If any part of work is found to be of inferior quality than that specified in the tender or as per IS specification, reduced rate will be applicable as will be finalized by the University Engineer or the competent authority of the University of North Bengal.
- 22) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative(s) of the department.
- 23) Whatever the reasons may be, no claim of idle labour, enhancement of labour rate, additional establishment cost, cost of TOLL and hire & labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 24) All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards the University Authority.
- 25) All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Roads and Bridges Works (5th revision) and IS codes and the University Engineer, University of North Bengal (or by his representatives) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the University Engineer or his representative may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the University Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer. The cost of all such tests and arrangements would be borne by the contractor.
- 26) Time for completion as specified in the tender shall be deemed to be the essence of the contract and shall be reckoned from the date of issue of letter of acceptance/work order, if not mentioned otherwise.
- 27) In case of fore-closure or abandoned of the works by the University authority the contractor will be eligible to be paid for the finished work/actual work done but not for any losses.
- 28) The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delays arising out of modification of the work, drawings, due to non-delivery of the possession of site etc.
- 29) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate. And the drawing(s) may be seen from the office of the undersigned during office hours in any University's working day before submission of rate(s).
- 30) Supervision of electrical components of works will be carried out by concerned wings of the department (office of the University Engineer) under the overall coordination of the University Engineer as the case may be.
- 31) The Electrical work shall be carried out as per the specification of PWD, Govt. of West Bengal for electrical works as amended up to date and as per additional specifications and conditions for this work.
- 32) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 33) All concealed and earthing work shall be done in the presence of the University Engineer or his authorized representative for electrical works.
- 34) The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost, failing which the same shall be got rectified/made good at the risk and cost of the contractor.
- 35) The whole work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 36) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
- 37) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman license/worksmen permit/supervisory license etc. as required for the work and such license should be from the Government/competent authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.

- 38) The Tender Accepting Authority/University Engineer/Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and to amend/change/supplement/cancel any clause or the whole tendering process, at any point of time without any obligation & assigning any reasons what-so-ever.
- 39) No documents will be entertained, if sent by post/courier/e-mail or any other hard form.
- 40) If there be any objection of any participant regarding prequalification or technical evaluation, that should be lodged to the tender inviting authority within 24 hours from the date of publication of list of qualified agencies and beyond that time, no objection will be entertained.
- 41) If any discrepancy/contradiction arises between two similar clauses in same notification, the clause as stated in later notifications will supersede former one in following sequence:
- i) West Bengal Form No. 2911/2911(i)/2911(ii).
 - ii) E-NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).
- However, if such discrepancy / contradiction in E-NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the University Engineer, NBU for necessary correction/corrigendum. No advantage could be claimed by the agency for such inadvertent mistakes / errors after finalization of tender or during execution of works.
- 42) **There is no provision/scope of Joint Venture (JV) under this contract.**
- 43) There shall be no provision for Arbitration under this contract, provision under clause 25 of WBF No.2911/2911(i)/2911(ii) is thus considered deleted. For any discrepancies, the decision taken by the Vice Chancellor, University of North Bengal is final and binding.

INSTRUCTION TO BIDDERS

SECTION-A

1. General Guidance for e-Tendering-

Instructions / Guidelines for tenderer/bidder for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

2. Registration of Contractor-

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://etender.wb.nic.in>. the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)-

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of requisite amount details of which are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.

1. The contractor can search & download E-NIT& Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
2. **Submission of Tenders.** General process of submission
Tenders are to be submitted online through the website stated in Cl. 2 in two folders as per tender schedule, i.e Prequalification with Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC), The documents are to be uploaded (virus scanned copy) duly Digitally Signed wherever necessary. The documents will get encrypted (transformed into non-readable formats).

A. TECHNICAL PROPOSAL---

The Technical Proposal to be submitted in the following two covers (Folders): -

A-1. Statutory Cover Containing: -

Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Contractor: -

- (a) e-N.I.T.
- (b) W.B.F. 2911/2911(i)/2911(ii) (No rates to be given)
- (c) Scan copy of EMD.
- (d) Credential certificate(s).
- (e) Notification no-5784-PW/L&A/2M-175/2017, dated-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.

(f) Others (All section of tender document i.e. Form-I, Form-II & Form-III).

A-2. Non-Statutory Cover: -

This will contain the following scanned documents to be uploaded virus scanned and duly digitally signed by the bidder: -

- a) Valid Professional Tax receipt for the year 2020-2021.
- b) GST registration certificate.
- c) PAN card.
- d) Valid Trade Licence.
- e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
- g) In case of Partnership Firm, a copy of registered partnership deed and in case of Company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
- h) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public
- i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
- j) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Intending Bidders should upload documents as per following folders in My Document: --

Sl.	Category Name	Sub-Category Description	Details
A	Certificates	Certificate	a) Valid Professional Tax receipt for the year 2020-2021. b) GST Registration certificate. c) PAN Card. d) Valid Trade Licence. e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
B	Company Details	Company Details	a) Partnership Deed and Trade Licence for Partnership Firm. b) Incorporation Certificate, Trade Licence for Ltd. Company. e) Society Registration Certificate and Trade License for Society. f) Anything other, as may be relevant.
C	Credential	Credential	a) Credential certificate(s) as asked for/ mentioned above.
D	Additional Information		Any other information applicant considers being relevant in connection with the eligibility to participate in the tender.

E	Declaration	Declaration	<p>a) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.</p> <p>b) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate /Notary Public.</p> <p>c) Others (All section of tender document i.e. Form-I, Form-II & Form-III).</p>
F	Financial Information		<p>a) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.</p>

SECTION-B

FORM-I

PRE-QUALIFICATION APPLICATION

To
The University Engineer,
University of North Bengal,
Raja Rammohunpur,
PO-North Bengal University,
Dist—Darjeeling,
Pin-734013.

Ref: -Tender for

(Name of work) :
.....
.....

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

Dear Sir,

Having examined the Statutory, Non statutory & e-NIT documents, I / we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of in the capacity.....duly.....authorized to submit the offer. The necessary evidence admissible by law in respect of authority assigned to us on behalf of them group of firms for Application and for completion of the contract documents is attached herewith

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

- (a) Tender Accepting Authority/ University Engineer can amend the scope & value of the contract bid under this project.
- (b) Tender Accepting Authority/University Engineer reserve the right to reject any application without assigning any reason.

Enclo: -e-Filling:

- 1) Statutory Documents
- 2) Non Statutory Documents

Signature of applicant including title and capacity in which application is made

Date: -

SECTION – B

FORM-II

Detail of Organization

1. Name of Applicant: (Indicate whether proprietary firm,) Partnership, Limited Company, Corporation/Others)
2. Office Address: -
3. Telephone/Mobile No.: -
4. Fax No.: -
5. E-Mail address: -
6. Name and address of Banker: -

Signature of applicant including title and capacity in which applicant is made

SECTION-B
FORM-III

DECLARATION BY BIDDER

D E C L A R A T I O N

Declaration in support of Finance Rule No-11(i) in respect of University works stating that no tender shall be accepted from any person directly or indirectly related with those employees of the University who hold University Service Book: --

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

I,, son of,
aged about.....years residing at
.....
.....,by occupationdo hereby
solemnly affirm and say as follows:--

- 1) That I am the..... (Designation) of
.....(Name of Tendered) and I am duly authorized and
competent to affirm on behalf of the said Tendered.
- 2) The undersigned also hereby certifies that neither our firm
_____ nor any of its constituent partners is
directly or indirectly related with any employees/officials of the University who hold University Service
Book.
- 3) I, the undersigned do certify that all the statements made hereinabove are true and correct. In case of any
information submitted is proved to be false or concealed, the application may be rejected or the work
might be revoked at any time and no objection / claim will be raised by the undersigned. Moreover, it
may be considered as an attempt to disturb the tendering process and the University authority may take
such legal or administrative action as they deem fit against such misconduct.

Date—

Seal of Applicant

Signature of the Bidder

DECLARATION BY THE TENDERER/ QUOTATIONER

IN RESPECT OF GENERAL CONDITION OF CONTRACT

[Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- (Rupees ten only) and to be enclosed with the Tender Documents which is required to be mentioned in the forwarding letter of the Tenderer/Quotationer.]

I,, son ofaged aboutyears by occupationdo hereby solemnly affirm and say as follows:

4) That I am the..... (Designation)..... of(Name of Tendered) and i am duly authorized and competent to affirm on behalf of the said Tendered.

That my / our authorized and competent personnel including myself have inspected all the sites of work covered under **Electronic Tender No. - NBU/UE/121/20-21 of the University Engineer, University of North Bengal** and have made ourselves fully acquainted with the site conditions and local conditions in or around the site of work. We have also carefully gone through the Notice Inviting Tender and Tender Documents and WBF 2911/2911(i)/2911(ii) mentioned there in. Tender of the above named Tenderer/Quotationer is offered upon due consideration of all factors and if the same is accepted, I, on behalf of the aforesaid Tenderer/Quotationer, being duly authorized, promise to abide by all the covenants, conditions and stipulation of the contract document and to carry out, complete design, construction, supply, erection, commissioning, performance guarantee test and operation and maintenance of the work to the satisfaction of the EIC of the work and abide by his instruction as may be given by him from time to time to that effect. I also undertake to abide by the provisions of law including the provisions of law including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Apprentice Act, 1961, West Bengal Sales Tax Act., Income Tax, GST as would be applicable to the Tenderer/Quotationer upon entering into formal contract / agreement with the University of North Bengal.

- 1) That I declare that no relevant information as required to be furnished by the Tenderer/ Quotationer have been suppressed in the Tender Documents.
- 2) That I declare that we will not claim any compensation in any manner whatsoever in the event of becoming unsuccessful Tenderer/Quotationer.
- 3) That I declare that concerned University authority shall not be held responsible for making payment against any anticipated profit and / or compensation for any losses, whatsoever for the works as stated in this Tender Documents and we shall not claim any payment for such purpose in the event of becoming unsuccessful Tenderer/ Quotationer.
- 4) That the statements made in paragraph No. 1 to 5 are true to the best of my knowledge and belief.

Solemnly affirmed by the

Said.....

(1sat class Judicial Magistrate /Notary Public)

Deponent before me

(Signature of Contractor)

B. (II) Financial Proposal: --

The financial proposal should contain the following documents in one cover (folder): --

- a) Financial Bid in which the contractor is to quote the rate online in the space marked for quoting rate in the BOQ. Only downloaded copies of the above Documents are to be uploaded, virus scanned & digitally signed by the contractor.

5. Opening & Evaluation of tender: -

5.1 Opening of prequalification & technical proposal: -

- i. Technical proposals will be opened by the University Engineer, University of North Bengal or authorized representative of North Bengal University electronically from the web site using their Digital Signature Certificate.
- ii. Intending Tenderer/Quotationers may remain present if they so desire.
- iii. Statutory documents will be opened first & if found in order, non-statutory documents will be further opened. If there is any deficiency in such documents the tender will summarily be rejected.
- iv. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible Tenderers/Quotationers will be uploaded in the web portals.
- v. While evaluation, the committee may summon the Tenderers/ Quotationers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

5.2. Opening of Financial proposal: -

- i. Financial proposals of the Tenderers / Quotationers declared technically eligible will be opened electronically from the web portal on the prescribed date, by the University Engineer, University of North Bengal or authorized representative of North Bengal University.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. The Financial Proposal shall be evaluated by the Tender Accepting Authority/University Engineer, University of North Bengal. Final summary result containing inter – alia name of contractors and the rates quoted by them shall be uploaded provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the University Engineer, further negotiation meeting with the lowest bidder may be held at his office which will be done offline. The final negotiation statement shall be uploaded in the website.

6. Penalty for suppression/distortion of facts: -

If any Tenderers /Quotationers fails to produce the original hard copies of the documents or any other documents on demand of the University Engineer/Tender Inviting Authority/Tender Accepting Authority at any stage of tender process/pendency of the contract within a specified time frame or if any deviation is detected in the hardcopies from the uploaded soft copies or if there is any suppression of documents/fact, the Tenderer/ Quotationer will be barred from participating the tenders for a period of 3 years maximum and shall be judged as per level of offense(s) to be decided by the University Authority. In addition, his Earnest Money Deposit may stand forfeited. Besides, the University authority may take appropriate legal/administrative action against such defaulting tenderer/ Quotationer.

7. Award of Contract: -

The Tender Inviting Authority/University Engineer/Tender Accepting Authority reserves the right to accept or reject any bids and cancel the bidding processes and reject all bids at any time or distribute the work prior to the award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Tender Inviting Authority/University Engineer/Tender Accepting Authority action. The bidder who's bid will be accepted, notified by the University Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911/2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University Engineer and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. will be the part of the contract documents/agreement.

University Engineer
University of North Bengal

UNIVERSITY OF NORTH BENGAL



E-mail--ue@nbu.ac.in

OFFICE OF THE UNIVERSITY ENGINEER

(Raja Rammohunpur, PO-North Bengal University, Dist-Darjeeling, Pin-734013)

Ref. No.:

Date: 02/02/2021

Abridged Notice Inviting e-Tender **e-NIT No. - NBU/UE/ 122/20-21**

Sealed tenders are invited from reputed eligible contractors as per details furnished below: -

- 1) **Name of work---** Installation of new P.V.C main pipeline from IT Pump House to 3 no. Gate, SBI building, Boys hostel more at Eastern Sector and Himalayan Sector teacher's quarters at Western Sector along with other necessary works at N.B.U. Campus.
- 2) **Estimated cost**—Rs. **28, 97,180.00.00.**
- 3) **Earnest money**—A sum of **Rs. 57,944.00** (Rupees fifty seven thousand nine hundred forty four only) in the form of CTS Demand Draft from any bank as recognized by the RBI/or, Banker's cheque from SBI, NBU Branch in favour of University of North Bengal payable at Siliguri is to be uploaded with the tender documents as earnest money, failing which the tender will be treated as cancelled. **No exemption or preference will be given to any PSU, MSME or else from submitting this EMD.**
- 4) **Time of completion**....60 (sixty) days.
- 5) **Eligibility**..... (i)Intending bidders should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or, (ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, (iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of (i) above. In case of running works, only those tenderers who will submit the certificates of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, ie., the tenderer.
The photocopy of the credential certificate(s) is required to be uploaded with the tender documents; otherwise the tender will be treated as cancelled. Payment certificate will not be treated as credentials. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/ Central Govt. Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute, on the executed value of completed work will be taken as credential.
- 6) **Defect Liability Period**...1 (one) year from the date of successful completion of the job.
- 7) **Price of formal agreement**---During execution of formal agreement (4 sets) price of tender documents & cost of W. B. F. No.-2911(ii) will have to be paid by the successful tenderer @ Rs2005.00/set.

The University authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for such action. Bidders are requested to be present at the time of opening of tenders. For further enquiry, intending tenderers may contact the office of the University Engineer, University of North Bengal, in any University's working day between 12.00 noon to 3.00 p.m.

Date & time schedule: -

Sl.No.	Particulars	Date & Time
1	Date of Publishing of e-NIT & Tender Documents (online) –	02/02/2021
2	Documents download/ sell start date & time (online)	02/02/2021 from 06.00 p.m.
3	Prequalification, technical and financial bid submission starting date & time (online)	02/02/2021 from 06.00 p.m.
4.	Pre-bid meeting at the office of the University Engineer, NBU	NOT APPLICABLE
5.	Documents download/sell closing date & time (online)	17/02/2021 upto 11:00 a.m.
6.	Prequalification, technical and financial bid submission closing date & time (online)	17/02/2021 upto 11:00 a.m
7.	Date & time of opening of prequalification proposals & technical proposal (online)	19/02/2021 after 11:00 a.m
8.	Tentative date & time of uploading of list of technically qualified bidders (online)	To be notified later.
9.	Tentative date & time of opening of financial bid (online)	To be notified later.
10.	Tentative date of uploading of list of bidders along with their offered rates (online)	To be notified later.

University Engineer
University of North Bengal

Special Terms and Conditions: ----

- 1) GST, Royalty and all other statutory levy/cess, taxes will have to be borne by the contractor and the rates in the schedule of rates/BOQ are inclusive of all such taxes and Cess as stated above.
- 2) Release of Security Deposit and Defect Liability Period will be governed as per Notification no-5784-PW/L&A/2M-175/2017, date-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.
- 3) **Intending bidders have to upload the following documents duly self-attested/digitally signed---**
 - a) Valid Professional Tax receipt for the year 2020-2021.
 - b) GST registration certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
 - g) Credential certificate(s) as asked for/ mentioned above.
 - h) In case of partnership firm, a copy of registered partnership deed and in case of company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
 - i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.
 - j) Scan copy of EMD.
 - k) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
 - l) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Only relevant documents (documents sought for) are to be uploaded, unnecessary / junk documents should not to be uploaded. Documents those are being uploaded should be indexed in a separate page clearly stating the nature/subject of the document. Uploading of irrelevant documents will be treated as disqualification of bidder.

- 4) **Verification of documents:** All the documents submitted/uploaded by the Bidders should be properly indexed. After opening of technical proposal technically qualified bidders may be called for the original copies of their uploaded documents at the office of the University Engineer during office hours, within the stipulated time before/after opening of financial proposal. But after opening of financial proposal the lowest bidder must have to show his/her original copies of uploaded documents to the office of the University Engineer during office hours, within 3 working days after opening of financial proposal or as asked for. At that time the lowest bidder has to submit the original EMD, Affidavits and other required documents (as asked for) at the office of the University Engineer. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for technical qualification will be revoked. Moreover, it will be considered as an attempt to disturb the tendering process which may attract penal action against the bidder including blacklisting.
- 5) Deduction of taxes, security deposit etc shall be governed as per prevailing Government norms (Govt. of WB) or as amended by the Government (WB) time to time.
- 6) Mobilization advance or secured advance shall not be paid to the contractor.
- 7) Payment for the work will be made on availability of fund under the respective head of account.
- 8) In case of use of major construction materials viz. cement, steel, bitumen, cationic emulsion etc which are to be supplied by the contractor, necessary test certificates (duly self-attested) shall have to be furnished to the University Engineer or to his representatives before using of those materials for the works. The University Engineer, NBU or his representative may ask the contractor to arrange for testing of those materials at the laboratory as decided by him and the necessary testing charges shall be borne by the contractor. No additional payment will be made in this regard.

- 9) All materials required to be used by the contractor for the work are to be procured from the market by the contractor as per IS specification/as recommended and shall duly be approved by the University Engineer or by his authorized representatives.
- 10) The University Engineer or the University Authority, University of North Bengal reserves the right for verification of any original documents in regards to the tender process or works executed by the contractor at their discretion at any time during tender process or during pendency of the contract against the documents/photocopies submitted/uploaded by the contractor or materials used in the works. If any tenderer fails to produce the original hard copies of the documents (as asked during verification) or any other documents on demand by the University Engineer or by the University Authority within a specified time frame or if any deviation is detected in the hard copies with respect to the photocopies or if there is any suppression, the tender for that tenderer will be treated as cancelled or shall be treated as breach of contract and the tenderer will be suspended from participating in the tenders by this Institution for a period of 3 (three) years. In addition to that the earnest money deposit will stand forfeited. Other penal actions will be as stated in the 2911/2911(i)/2911(ii). The University Authority may also take necessary legal/administrative actions against such defaulting tenderers and for the court cases the jurisdiction will be Calcutta High Court.
- 11) The bidder whose bid has been accepted will be informed by the letter of acceptance/work order. The letter of acceptance/work order will constitute the formation of the contract. The agreement in W.B.F No-2911/2911(i)/2911(ii) with all his amendments will incorporate the agreement between the University Engineer and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. in this regard will be the part of the contract documents.
- 12) Conditional/incomplete tender will not be accepted under any circumstances.
- 13) The bidders, at their own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- 14) Price adjustment in respect of any construction material will not be allowed under any circumstances for this work.
- 15) Prevailing safety norms has to be followed by the contractor, so that LTI (loss of time due to injury) is zero.
- 16) Contractor shall have to arrange plant & machineries, tools and tackles, storing of materials, labour shed, laboratory, water, electricity, site office, godown etc. required for work at their own cost and responsibility.
- 17) Site of work and necessary drawings may be handed over to the agency phase-wise. No claim in this regards will be entertained.
- 18) The contractor shall arrange for all means of transport including Railway Wagons required for carriage and supply of materials and also the materials required for the construction work. The department may however, at their own discretion grant necessary certificates, if required, for procurement of railway wagons. But, in case of failure of the department to help the contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If railway wagons are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.
- 19) Notwithstanding the provisions made in the related printed tender form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the contractor if so, directed by the University Engineer or by his representative and the rates will be fixed with manner as stated below—
 - a) Rate of supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
 - b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical Works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT or from the University's existing approved rate.
 - c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour, carriage cost, GST, sundries, water charges, labour welfare cess etc. as applicable and prevailing at the time of execution of such item of work. Profit and Overhead charges (both together) @ 15% (fifteen percent) be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the

work order book/site order book (University Engineer or his representative shall be the custodian of that triplicate book whose pages should be machine numbered. The contractor shall supply this book at his own cost and the contractor or his authorized representative may take away one copy of such every instruction provided in that book by the client for his own record and guidance) or any written order from the University Engineer or his representative of University of North Bengal.

- 20) Where there are any discrepancies between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern. Besides, if any discrepancies found in the unit rate, the rate of item(s) shall be analyzed from rates incorporated/mentioned in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.
- 21) If any part of work is found to be of inferior quality than that specified in the tender or as per IS specification, reduced rate will be applicable as will be finalized by the University Engineer or the competent authority of the University of North Bengal.
- 22) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative(s) of the department.
- 23) Whatever the reasons may be, no claim of idle labour, enhancement of labour rate, additional establishment cost, cost of TOLL and hire & labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 24) All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards the University Authority.
- 25) All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Roads and Bridges Works (5th revision) and IS codes and the University Engineer, University of North Bengal (or by his representatives) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the University Engineer or his representative may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the University Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer. The cost of all such tests and arrangements would be borne by the contractor.
- 26) Time for completion as specified in the tender shall be deemed to be the essence of the contract and shall be reckoned from the date of issue of letter of acceptance/work order, if not mentioned otherwise.
- 27) In case of fore-closure or abandoned of the works by the University authority the contractor will be eligible to be paid for the finished work/actual work done but not for any losses.
- 28) The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delays arising out of modification of the work, drawings, due to non-delivery of the possession of site etc.
- 29) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate. And the drawing(s) may be seen from the office of the undersigned during office hours in any University's working day before submission of rate(s).
- 30) Supervision of electrical components of works will be carried out by concerned wings of the department (office of the University Engineer) under the overall coordination of the University Engineer as the case may be.
- 31) The Electrical work shall be carried out as per the specification of PWD, Govt. of West Bengal for electrical works as amended up to date and as per additional specifications and conditions for this work.
- 32) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 33) All concealed and earthing work shall be done in the presence of the University Engineer or his authorized representative for electrical works.
- 34) The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost, failing which the same shall be got rectified/made good at the risk and cost of the contractor.
- 35) The whole work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 36) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
- 37) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman license/worksmen permit/supervisory license etc. as required for the work and such license should be from the Government/competent authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.

- 38) The Tender Accepting Authority/University Engineer/Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and to amend/change/supplement/cancel any clause or the whole tendering process, at any point of time without any obligation & assigning any reasons what-so-ever.
- 39) No documents will be entertained, if sent by post/courier/e-mail or any other hard form.
- 40) If there be any objection of any participant regarding prequalification or technical evaluation, that should be lodged to the tender inviting authority within 24 hours from the date of publication of list of qualified agencies and beyond that time, no objection will be entertained.
- 41) If any discrepancy/contradiction arises between two similar clauses in same notification, the clause as stated in later notifications will supersede former one in following sequence:
- i) West Bengal Form No. 2911/2911(i)/2911(ii).
 - ii) E-NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).
- However, if such discrepancy / contradiction in E-NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the University Engineer, NBU for necessary correction/corrigendum. No advantage could be claimed by the agency for such inadvertent mistakes / errors after finalization of tender or during execution of works.
- 42) **There is no provision/scope of Joint Venture (JV) under this contract.**
- 43) There shall be no provision for Arbitration under this contract, provision under clause 25 of WBF No.2911/2911(i)/2911(ii) is thus considered deleted. For any discrepancies, the decision taken by the Vice Chancellor, University of North Bengal is final and binding.

INSTRUCTION TO BIDDERS

SECTION-A

1. General Guidance for e-Tendering-

Instructions / Guidelines for tenderer/bidder for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

2. Registration of Contractor-

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://etender.wb.nic.in>. the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)-

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of requisite amount details of which are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.

1. The contractor can search & download E-NIT& Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
2. **Submission of Tenders.** General process of submission
Tenders are to be submitted online through the website stated in Cl. 2 in two folders as per tender schedule, i.e Prequalification with Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC), The documents are to be uploaded (virus scanned copy) duly Digitally Signed wherever necessary. The documents will get encrypted (transformed into non-readable formats).

A. TECHNICAL PROPOSAL---

The Technical Proposal to be submitted in the following two covers (Folders): -

A-1. Statutory Cover Containing: -

Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Contractor: -

- (a) e-N.I.T.
- (b) W.B.F. 2911/2911(i)/2911(ii) (No rates to be given)
- (c) Scan copy of EMD.
- (d) Credential certificate(s).
- (e) Notification no-5784-PW/L&A/2M-175/2017, dated-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.

(f) Others (All section of tender document i.e. Form-I, Form-II & Form-III).

A-2. Non-Statutory Cover: -

This will contain the following scanned documents to be uploaded virus scanned and duly digitally signed by the bidder: -

- a) Valid Professional Tax receipt for the year 2020-2021.
- b) GST registration certificate.
- c) PAN card.
- d) Valid Trade Licence.
- e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
- g) In case of Partnership Firm, a copy of registered partnership deed and in case of Company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
- h) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public
- i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
- j) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Intending Bidders should upload documents as per following folders in My Document: --

Sl.	Category Name	Sub-Category Description	Details
A	Certificates	Certificate	a) Valid Professional Tax receipt for the year 2020-2021. b) GST Registration certificate. c) PAN Card. d) Valid Trade Licence. e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
B	Company Details	Company Details	a) Partnership Deed and Trade Licence for Partnership Firm. b) Incorporation Certificate, Trade Licence for Ltd. Company. e) Society Registration Certificate and Trade License for Society. f) Anything other, as may be relevant.
C	Credential	Credential	a) Credential certificate(s) as asked for/ mentioned above.
D	Additional Information		Any other information applicant considers being relevant in connection with the eligibility to participate in the tender.

E	Declaration	Declaration	<p>a) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.</p> <p>b) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate /Notary Public.</p> <p>c) Others (All section of tender document i.e. Form-I, Form-II & Form-III).</p>
F	Financial Information		<p>a) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.</p>

SECTION-B

FORM-I

PRE-QUALIFICATION APPLICATION

To
The University Engineer,
University of North Bengal,
Raja Rammohunpur,
PO-North Bengal University,
Dist—Darjeeling,
Pin-734013.

Ref: -Tender for

(Name of work) :
.....
.....

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

Dear Sir,

Having examined the Statutory, Non statutory & e-NIT documents, I / we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of in the capacity.....duly.....authorized to submit the offer. The necessary evidence admissible by law in respect of authority assigned to us on behalf of them group of firms for Application and for completion of the contract documents is attached herewith

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

- (a) Tender Accepting Authority/ University Engineer can amend the scope & value of the contract bid under this project.
- (b) Tender Accepting Authority/University Engineer reserve the right to reject any application without assigning any reason.

Enclo: -e-Filling:

- 1) Statutory Documents
- 2) Non Statutory Documents

Signature of applicant including title and capacity in which application is made

Date: -

SECTION – B

FORM-II

Detail of Organization

1. Name of Applicant: (Indicate whether proprietary firm,) Partnership, Limited Company, Corporation/Others)
2. Office Address: -
3. Telephone/Mobile No.: -
4. Fax No.: -
5. E-Mail address: -
6. Name and address of Banker: -

Signature of applicant including title and capacity in which applicant is made

SECTION-B
FORM-III

DECLARATION BY BIDDER

D E C L A R A T I O N

Declaration in support of Finance Rule No-11(i) in respect of University works stating that no tender shall be accepted from any person directly or indirectly related with those employees of the University who hold University Service Book: --

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

I,, son of,
aged about.....years residing at
.....
.....,by occupationdo hereby
solemnly affirm and say as follows:--

- 1) That I am the..... (Designation) of
.....(Name of Tendered) and I am duly authorized and
competent to affirm on behalf of the said Tendered.
- 2) The undersigned also hereby certifies that neither our firm
_____ nor any of its constituent partners is
directly or indirectly related with any employees/officials of the University who hold University Service
Book.
- 3) I, the undersigned do certify that all the statements made hereinabove are true and correct. In case of any
information submitted is proved to be false or concealed, the application may be rejected or the work
might be revoked at any time and no objection / claim will be raised by the undersigned. Moreover, it
may be considered as an attempt to disturb the tendering process and the University authority may take
such legal or administrative action as they deem fit against such misconduct.

Date—

Seal of Applicant

Signature of the Bidder

DECLARATION BY THE TENDERER/ QUOTATIONER

IN RESPECT OF GENERAL CONDITION OF CONTRACT

[Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- (Rupees ten only) and to be enclosed with the Tender Documents which is required to be mentioned in the forwarding letter of the Tenderer/Quotationer.]

I,, son ofaged aboutyears by occupationdo hereby solemnly affirm and say as follows:

4) That I am the..... (Designation)..... of(Name of Tendered) and i am duly authorized and competent to affirm on behalf of the said Tendered.

That my / our authorized and competent personnel including myself have inspected all the sites of work covered under **Electronic Tender No. - NBU/UE/122/20-21 of the University Engineer, University of North Bengal** and have made ourselves fully acquainted with the site conditions and local conditions in or around the site of work. We have also carefully gone through the Notice Inviting Tender and Tender Documents and WBF 2911/2911(i)/2911(ii) mentioned there in. Tender of the above named Tenderer/Quotationer is offered upon due consideration of all factors and if the same is accepted, I, on behalf of the aforesaid Tenderer/Quotationer, being duly authorized, promise to abide by all the covenants, conditions and stipulation of the contract document and to carry out, complete design, construction, supply, erection, commissioning, performance guarantee test and operation and maintenance of the work to the satisfaction of the EIC of the work and abide by his instruction as may be given by him from time to time to that effect. I also undertake to abide by the provisions of law including the provisions of law including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Apprentice Act, 1961, West Bengal Sales Tax Act., Income Tax, GST as would be applicable to the Tenderer/Quotationer upon entering into formal contract / agreement with the University of North Bengal.

- 1) That I declare that no relevant information as required to be furnished by the Tenderer/ Quotationer have been suppressed in the Tender Documents.
- 2) That I declare that we will not claim any compensation in any manner whatsoever in the event of becoming unsuccessful Tenderer/Quotationer.
- 3) That I declare that concerned University authority shall not be held responsible for making payment against any anticipated profit and / or compensation for any losses, whatsoever for the works as stated in this Tender Documents and we shall not claim any payment for such purpose in the event of becoming unsuccessful Tenderer/ Quotationer.
- 4) That the statements made in paragraph No. 1 to 5 are true to the best of my knowledge and belief.

Solemnly affirmed by the

Said.....

(1st class Judicial Magistrate /Notary Public)

Deponent before me

(Signature of Contractor)

B. (II) Financial Proposal: --

The financial proposal should contain the following documents in one cover (folder): --

- a) Financial Bid in which the contractor is to quote the rate online in the space marked for quoting rate in the BOQ. Only downloaded copies of the above Documents are to be uploaded, virus scanned & digitally signed by the contractor.

5. Opening & Evaluation of tender: -

5.1 Opening of prequalification & technical proposal: -

- i. Technical proposals will be opened by the University Engineer, University of North Bengal or authorized representative of North Bengal University electronically from the web site using their Digital Signature Certificate.
- ii. Intending Tenderer/Quotationers may remain present if they so desire.
- iii. Statutory documents will be opened first & if found in order, non-statutory documents will be further opened. If there is any deficiency in such documents the tender will summarily be rejected.
- iv. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible Tenderers/Quotationers will be uploaded in the web portals.
- v. While evaluation, the committee may summon the Tenderers/ Quotationers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

5.2. Opening of Financial proposal: -

- i. Financial proposals of the Tenderers / Quotationers declared technically eligible will be opened electronically from the web portal on the prescribed date, by the University Engineer, University of North Bengal or authorized representative of North Bengal University.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. The Financial Proposal shall be evaluated by the Tender Accepting Authority/University Engineer, University of North Bengal. Final summary result containing inter – alia name of contractors and the rates quoted by them shall be uploaded provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the University Engineer, further negotiation meeting with the lowest bidder may be held at his office which will be done offline. The final negotiation statement shall be uploaded in the website.

6. Penalty for suppression/distortion of facts: -

If any Tenderers /Quotationers fails to produce the original hard copies of the documents or any other documents on demand of the University Engineer/Tender Inviting Authority/Tender Accepting Authority at any stage of tender process/pendency of the contract within a specified time frame or if any deviation is detected in the hardcopies from the uploaded soft copies or if there is any suppression of documents/fact, the Tenderer/ Quotationer will be barred from participating the tenders for a period of 3 years maximum and shall be judged as per level of offense(s) to be decided by the University Authority. In addition, his Earnest Money Deposit may stand forfeited. Besides, the University authority may take appropriate legal/administrative action against such defaulting tenderer/ Quotationer.

7. Award of Contract: -

The Tender Inviting Authority/University Engineer/Tender Accepting Authority reserves the right to accept or reject any bids and cancel the bidding processes and reject all bids at any time or distribute the work prior to the award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Tender Inviting Authority/University Engineer/Tender Accepting Authority action. The bidder who's bid will be accepted, notified by the University Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911/2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University Engineer and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. will be the part of the contract documents/agreement.

University Engineer
University of North Bengal

UNIVERSITY OF NORTH BENGAL



E-mail--ue@nbu.ac.in

OFFICE OF THE UNIVERSITY ENGINEER

(Raja Rammohunpur, PO-North Bengal University, Dist-Darjeeling, Pin-734013)

Ref. No.:

Date: 02/02/2021

Abridged Notice Inviting e-Tender e-NIT No. - NBU/UE/ 123/20-21

Sealed tenders are invited from reputed eligible contractors as per details furnished below: -

- 1) **Name of work---** Laying of underground cable including replacement of few main panels & installation of feeder pillars at Eastern Sector of NBU main campus.
- 2) **Estimated cost**—Rs. **59, 28,274.00**.
- 3) **Earnest money**—A sum of **Rs. 1,18,565.00** (Rupees one lakh eighteen thousand five hundred sixty five only) in the form of CTS Demand Draft from any bank as recognized by the RBI/or, Banker's cheque from SBI, NBU Branch in favour of University of North Bengal payable at Siliguri is to be uploaded with the tender documents as earnest money, failing which the tender will be treated as cancelled. **No exemption or preference will be given to any PSU, MSME or else from submitting this EMD.**
- 4) **Time of completion**....90 (ninety) days.
- 5) **Eligibility**..... (i)Intending bidders should produce credentials of a similar nature of completed work of the minimum value of 40% of the estimated amount put to tender during 5 (five) years prior to the date of issue of the tender notice; or, (ii) Intending tenderers should produce credentials of 2 (two) similar nature of completed work, each of the minimum value of 30% of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice; or, (iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of (i) above. In case of running works, only those tenderers who will submit the certificates of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, ie., the tenderer.
The photocopy of the credential certificate(s) is required to be uploaded with the tender documents; otherwise the tender will be treated as cancelled. Payment certificate will not be treated as credentials. Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State/ Central Govt. Undertaking, Statutory/ Autonomous bodies constituted under the Central/ State Statute, on the executed value of completed work will be taken as credential.
- 6) **Defect Liability Period**...3 (three) years from the date of successful completion of the job.
- 7) **Price of formal agreement**---During execution of formal agreement (4 sets) price of tender documents & cost of W. B. F. No.-2911(ii) will have to be paid by the successful tenderer @ Rs3005.00/set.

The University authority reserves the right to reject any or all the tenders without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for such action. Bidders are requested to be present at the time of opening of tenders. For further enquiry, intending tenderers may contact the office of the University Engineer, University of North Bengal, in any University's working day between 12.00 noon to 3.00 p.m.

Date & time schedule: -

Sl.No.	Particulars	Date & Time
1	Date of Publishing of e-NIT & Tender Documents (online) –	02/02/2021
2	Documents download/ sell start date & time (online)	02/02/2021 from 06.00 p.m.
3	Prequalification, technical and financial bid submission starting date & time (online)	02/02/2021 from 06.00 p.m.
4.	Pre-bid meeting at the office of the University Engineer, NBU	NOT APPLICABLE
5.	Documents download/sell closing date & time (online)	17/02/2021 upto 11:00 a.m.
6.	Prequalification, technical and financial bid submission closing date & time (online)	17/02/2021 upto 11:00 a.m
7.	Date & time of opening of prequalification proposals & technical proposal (online)	19/02/2021 after 11:00 a.m
8.	Tentative date & time of uploading of list of technically qualified bidders (online)	To be notified later.
9.	Tentative date & time of opening of financial bid (online)	To be notified later.
10.	Tentative date of uploading of list of bidders along with their offered rates (online)	To be notified later.

University Engineer
University of North Bengal

Special Terms and Conditions: ----

- 1) GST, Royalty and all other statutory levy/cess, taxes will have to be borne by the contractor and the rates in the schedule of rates/BOQ are inclusive of all such taxes and Cess as stated above.
- 2) Release of Security Deposit and Defect Liability Period will be governed as per Notification no-5784-PW/L&A/2M-175/2017, date-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.
- 3) **Intending bidders have to upload the following documents duly self-attested/digitally signed---**
 - a) Valid Professional Tax receipt for the year 2020-2021.
 - b) GST registration certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
 - g) Credential certificate(s) as asked for/ mentioned above.
 - h) In case of partnership firm, a copy of registered partnership deed and in case of company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
 - i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.
 - j) Scan copy of EMD.
 - k) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
 - l) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Only relevant documents (documents sought for) are to be uploaded, unnecessary / junk documents should not to be uploaded. Documents those are being uploaded should be indexed in a separate page clearly stating the nature/subject of the document. Uploading of irrelevant documents will be treated as disqualification of bidder.

- 4) **Verification of documents:** All the documents submitted/uploaded by the Bidders should be properly indexed. After opening of technical proposal technically qualified bidders may be called for the original copies of their uploaded documents at the office of the University Engineer during office hours, within the stipulated time before/after opening of financial proposal. But after opening of financial proposal the lowest bidder must have to show his/her original copies of uploaded documents to the office of the University Engineer during office hours, within 3 working days after opening of financial proposal or as asked for. At that time the lowest bidder has to submit the original EMD, Affidavits and other required documents (as asked for) at the office of the University Engineer. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for technical qualification will be revoked. Moreover, it will be considered as an attempt to disturb the tendering process which may attract penal action against the bidder including blacklisting.
- 5) Deduction of taxes, security deposit etc shall be governed as per prevailing Government norms (Govt. of WB) or as amended by the Government (WB) time to time.
- 6) Mobilization advance or secured advance shall not be paid to the contractor.
- 7) Payment for the work will be made on availability of fund under the respective head of account.
- 8) In case of use of major construction materials viz. cement, steel, bitumen, cationic emulsion etc which are to be supplied by the contractor, necessary test certificates (duly self-attested) shall have to be furnished to the University Engineer or to his representatives before using of those materials for the works. The University Engineer, NBU or his representative may ask the contractor to arrange for testing of those materials at the laboratory as decided by him and the necessary testing charges shall be borne by the contractor. No additional payment will be made in this regard.

- 9) All materials required to be used by the contractor for the work are to be procured from the market by the contractor as per IS specification/as recommended and shall duly be approved by the University Engineer or by his authorized representatives.
- 10) The University Engineer or the University Authority, University of North Bengal reserves the right for verification of any original documents in regards to the tender process or works executed by the contractor at their discretion at any time during tender process or during pendency of the contract against the documents/photocopies submitted/uploaded by the contractor or materials used in the works. If any tenderer fails to produce the original hard copies of the documents (as asked during verification) or any other documents on demand by the University Engineer or by the University Authority within a specified time frame or if any deviation is detected in the hard copies with respect to the photocopies or if there is any suppression, the tender for that tenderer will be treated as cancelled or shall be treated as breach of contract and the tenderer will be suspended from participating in the tenders by this Institution for a period of 3 (three) years. In addition to that the earnest money deposit will stand forfeited. Other penal actions will be as stated in the 2911/2911(i)/2911(ii). The University Authority may also take necessary legal/administrative actions against such defaulting tenderers and for the court cases the jurisdiction will be Calcutta High Court.
- 11) The bidder whose bid has been accepted will be informed by the letter of acceptance/work order. The letter of acceptance/work order will constitute the formation of the contract. The agreement in W.B.F No-2911/2911(i)/2911(ii) with all his amendments will incorporate the agreement between the University Engineer and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. in this regard will be the part of the contract documents.
- 12) Conditional/incomplete tender will not be accepted under any circumstances.
- 13) The bidders, at their own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
- 14) Price adjustment in respect of any construction material will not be allowed under any circumstances for this work.
- 15) Prevailing safety norms has to be followed by the contractor, so that LTI (loss of time due to injury) is zero.
- 16) Contractor shall have to arrange plant & machineries, tools and tackles, storing of materials, labour shed, laboratory, water, electricity, site office, godown etc. required for work at their own cost and responsibility.
- 17) Site of work and necessary drawings may be handed over to the agency phase-wise. No claim in this regards will be entertained.
- 18) The contractor shall arrange for all means of transport including Railway Wagons required for carriage and supply of materials and also the materials required for the construction work. The department may however, at their own discretion grant necessary certificates, if required, for procurement of railway wagons. But, in case of failure of the department to help the contractor in this respect, the contractor will have to procure wagons at his own initiative and no claim whatever on the ground of non-availability of wagons shall be entertained under any circumstances. If railway wagons are not available, the contractor will have to depend on transport of materials by road as necessary to complete the work in time and the contractor must consider this aspect while quoting rate.
- 19) Notwithstanding the provisions made in the related printed tender form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the contractor if so, directed by the University Engineer or by his representative and the rates will be fixed with manner as stated below—
 - a) Rate of supplementary items shall be analyzed in the 1st instant extended possible from the rates of the allied items of work appearing in the tender schedule.
 - b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical Works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT or from the University's existing approved rate.
 - c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour, carriage cost, GST, sundries, water charges, labour welfare cess etc. as applicable and prevailing at the time of execution of such item of work. Profit and Overhead charges (both together) @ 15% (fifteen percent) be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the

work order book/site order book (University Engineer or his representative shall be the custodian of that triplicate book whose pages should be machine numbered. The contractor shall supply this book at his own cost and the contractor or his authorized representative may take away one copy of such every instruction provided in that book by the client for his own record and guidance) or any written order from the University Engineer or his representative of University of North Bengal.

- 20) Where there are any discrepancies between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern. Besides, if any discrepancies found in the unit rate, the rate of item(s) shall be analyzed from rates incorporated/mentioned in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.
- 21) If any part of work is found to be of inferior quality than that specified in the tender or as per IS specification, reduced rate will be applicable as will be finalized by the University Engineer or the competent authority of the University of North Bengal.
- 22) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative(s) of the department.
- 23) Whatever the reasons may be, no claim of idle labour, enhancement of labour rate, additional establishment cost, cost of TOLL and hire & labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 24) All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards the University Authority.
- 25) All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Roads and Bridges Works (5th revision) and IS codes and the University Engineer, University of North Bengal (or by his representatives) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the University Engineer or his representative may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the University Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer. The cost of all such tests and arrangements would be borne by the contractor.
- 26) Time for completion as specified in the tender shall be deemed to be the essence of the contract and shall be reckoned from the date of issue of letter of acceptance/work order, if not mentioned otherwise.
- 27) In case of fore-closure or abandoned of the works by the University authority the contractor will be eligible to be paid for the finished work/actual work done but not for any losses.
- 28) The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delays arising out of modification of the work, drawings, due to non-delivery of the possession of site etc.
- 29) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate. And the drawing(s) may be seen from the office of the undersigned during office hours in any University's working day before submission of rate(s).
- 30) Supervision of electrical components of works will be carried out by concerned wings of the department (office of the University Engineer) under the overall coordination of the University Engineer as the case may be.
- 31) The Electrical work shall be carried out as per the specification of PWD, Govt. of West Bengal for electrical works as amended up to date and as per additional specifications and conditions for this work.
- 32) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 33) All concealed and earthing work shall be done in the presence of the University Engineer or his authorized representative for electrical works.
- 34) The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost, failing which the same shall be got rectified/made good at the risk and cost of the contractor.
- 35) The whole work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 36) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
- 37) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman license/worksmen permit/supervisory license etc. as required for the work and such license should be from the Government/competent authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.

- 38) The Tender Accepting Authority/University Engineer/Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and to amend/change/supplement/cancel any clause or the whole tendering process, at any point of time without any obligation & assigning any reasons what-so-ever.
- 39) No documents will be entertained, if sent by post/courier/e-mail or any other hard form.
- 40) If there be any objection of any participant regarding prequalification or technical evaluation, that should be lodged to the tender inviting authority within 24 hours from the date of publication of list of qualified agencies and beyond that time, no objection will be entertained.
- 41) If any discrepancy/contradiction arises between two similar clauses in same notification, the clause as stated in later notifications will supersede former one in following sequence:
- i) West Bengal Form No. 2911/2911(i)/2911(ii).
 - ii) E-NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).
- However, if such discrepancy / contradiction in E-NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the University Engineer, NBU for necessary correction/corrigendum. No advantage could be claimed by the agency for such inadvertent mistakes / errors after finalization of tender or during execution of works.
- 42) **There is no provision/scope of Joint Venture (JV) under this contract.**
- 43) There shall be no provision for Arbitration under this contract, provision under clause 25 of WBF No.2911/2911(i)/2911(ii) is thus considered deleted. For any discrepancies, the decision taken by the Vice Chancellor, University of North Bengal is final and binding.

SPECIAL CONDITIONS OF CONTRACT (ELECTRICAL WORKS)

General

These Special Conditions of Contract supplement the preamble and General Instructions, General Conditions of Contract, Bill of Quantities and basic rates and Technical Specifications and tender drawings enclosed thereto, and shall be considered as part of the Tender Papers. Where the provisions of these Special Conditions of Contract are at variance with General Conditions of Contract, the provisions of these Special Conditions of Contract shall prevail.

The several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small-scale drawings and figured dimensions in preference to scaled dimensions.

If there are varying or conflicting provisions in the documents forming part of the contract, the Engineer-in-Charge shall be the deciding authority with regard to the intentions of the provisions and his decision shall be final and binding on the contractor. The Employer reserve the right to exclude any of the Schedule items on reasons of the rates not being reasonable or subsequent change of design for evaluation of tender and deciding the contract.

The Contractor may be required to carry out any additional or alteration work other than the specified in the schedule of work / bill of quantities as and when required, by the 'Employer' within the completion period of the project.

Scope of Work

The works to be governed by this contract shall cover designing and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the following:

- i) Main Switchgear panel connecting cables of both incoming and outgoing feeders etc.
- ii) Laying of L.T underground cables from Switch Room to various buildings, feeder pillar boxes, street light poles, etc.
- iii) Electrification of new / old buildings, quarters, outer spaces including renovation works.

The works to be undertaken by the Contractor will inter alias include the following:

- i) Preparation of detailed drawings of electrical wiring, cable laying, erection /fixing of various power panels, distributed wiring, electrical equipment, fittings etc.
- ii) Insurance for all materials and complete work.
- iii) Commissioning tests as per relevant standard specifications, code of practice, Acts and Rules.
- iv) Warranty obligation.
- v) Cable trenches and road crossing as required at site.

- vi) Earthing of installations as per relevant Indian Standard Specifications.
- vii) All other earthwork and masonry works required to be done concerning the electrical works.

Drawings

Contractors shall prepare all the detailed design and working drawings and submit them to the Employer for approval within 15 days from the date of award of contract. The working drawings shall be furnished in triplicate furnishing physical dimensions of the equipment, constructional details, disposition of bus bar, terminal connection etc. The electrical layout, clearly indicating the electrical clearances, cable run layout with schematic diagram shall be furnished in triplicate for approval.

Execution of work

All the works i.e. power panels, distribution boards, equipment layout, conduits layout, electrical wiring, street lighting, cable laying, earthing etc. have to be done as per approved drawings and directions given at site by the Engineer-in-Charge.

Water and Power

The Contractor has to arrange water and power for construction at his own cost. If the Employer at his own discretion, provides either of the above, subject to the availability, suitable charges will be levied at the Municipal rates for water supply and at Electricity Board rates for power for electrical charges, Contractors would bear the cost for providing electrical meter and meter charges as per the prevailing rate in the area and the same will be recovered from the monthly running bill. Water connection will be provided at a single point convenient to the Employer. The Contractor has to bear the charges for providing water meter and connection charges.

Period of Completion

Completion period is very important in this case. Normally no extension of time will be given, however, because delay if any, in the construction of building suitable extension will be considered. No price variation shall be admissible on the contract rate for any item during the entire period of contract including extended periods. The Contractor shall not have any claim whatsoever in this regard except statutory variation of duties and taxes imposed by Govt. of India.

Insurance Coverage

The Contractor shall within 15 days from the date of commencement of the work insure all the works and materials with any nationalized Insurance Company for the full amount of the contract at his own cost against loss or damage by fire, storm, tempest, lightning, floods, earthquake, air craft or anything dropped there from, aenal objects, nots, civil commotion and other such usual risks.

Quality of materials and works

All materials used in the execution of the contract shall be of the best quality and of the class most suited for the purpose specified. Components, assemblies and equipment to be obtained from sub-contractors should be from proves sources. The work shall also conform to the following Acts, Rules and Orders.

- i) Indian Factories Act
- ii) Indian Electricity Rules
- iii) National Building Code
- iv) National Electrical Code

All erection work shall be of the best quality to the entire satisfaction of the Employer. The Contractor shall ensure that the equipment and services under the scope of this contract whether manufactured or performed within the Contractor's premises or at his subordinate's premises or at the work site or at any other place are strictly in accordance with the provisions of this contract. For this purpose, the Contractor shall adopt necessary quality assurance programme to control such activities at all stages.

Electrical License

Only a Contractor / Subcontractor / authorized representative holding a valid license by the "State Government for carrying out the installation work of the voltage classes involved, under the direct supervision of the persons holding valid certificates issued or recognized by the State Government shall carry out the work. The tenderer should furnish with his tender the particulars of the license with validity period held by him. The successful tenderer shall furnish the names and particulars of the certificates of competency of the supervisors and workers to be engaged for

carrying out this work. A Memorandum of Understanding executed on non-judicial stamp paper with the Contractor / subcontractor / authorized representative duly authenticated by the Notary Public should be submitted to the University Engineer, NBU.

Inspection

The inspection officer(s) for this contract shall be nominated by the Employer and notified to the Contractor.

The cost of the inspection will be on Employer's account subject to any other provisions contained hereunder or elsewhere in the contract. One week's notice must be given by the Contractor to the Inspecting Engineer to take up the inspection.

The Contractor shall provide without any extra cost of the Employer all materials, equipment, tools, labour and maintenance of every kind which the Employer's Inspecting Engineer may consider necessary for any test and examination to be made at the Contractor's or the Sub-contractor's premises and at site and shall pay all cost attended thereon.

All the equipment and materials shall be tested / inspected by the Employer or its authorized Inspecting Engineer and approved before they are installed / used in the execution of the works covered in the contract. If the Contractor uses any equipment /materials without the prior approval of Employer, those are liable to be rejected. The exact positions of all switch boards, OPDs and all runs-of-mains, sub-mains and distribution wiring to individual points including exact positions of all light fittings and switch-boards shall be first worked on the buildings and shall have to be approved by the Engineer-in-Charge before actual commencement work.

The Inspecting Engineer or his authorized representative shall have at all times access to the Contractor's premises and shall have the power to:

- i) Inspect and examine the materials and workmanship of the work at any time during the manufacture at the manufacturer's premises or in the premises of the Sub-Contractor or at the site of the erection.
- ii) Reject any part of the work submitted by the Contractor as not being in accordance with the Contractor.
- iii) Reject the whole of the work including equipment tendered of inspection if after the inspection of such portion as he may, in his discretion think fit, he is satisfied that the same is unsatisfactory.
- iv) Mark the rejected equipment with a rejection mark so that the same may be easily identified.
- v) Re-inspect at the time of erection at site any equipment both previously inspected and approved by the Inspecting Engineer at the Contractor or Subcontractor's premises. Notwithstanding any approval given earlier, the Contractor shall make good such rejections made based on such re-inspection at site to the satisfaction of the Engineer.
- vi) The decision of the Inspecting Engineer as regards to the acceptance or rejection of equipment / work shall be final and binding to the Contractor.

Consequence of Rejection

On the equipment / assemblies being rejected by the Inspecting Officer of the Employer at destination the Contractor shall replace such rejected equipment / assemblies of the work forthwith but in any event not later than a period of 2(two) weeks in the case of minor equipment and 4(four) weeks in the case of major equipment from the date of rejection. The Contractor shall bear all the costs replacement including freight, etc. but without being entitled to any extra time on this account. The decision as to whether the equipment is to be classified as Minor or Major for the purpose of this clause shall be that of the Engineer and it is not questionable.

Installation

All works connected with and inclusive of installation and erection under this contract shall be done in accordance with the standard and established methods of installation and erection of electrical equipment and shall comply with relevant Indian Electricity Rules, National Electrical Code, BIS Codes of Specifications and Standards. The work shall also be strictly in accordance with the instructions / recommendations of the manufacturers. The equipment shall be levelled carefully before being fixed finally in position. All fragile and sensitive equipment shall be protected adequately and handled carefully during installation and erection.

Commissioning Tests

As soon as the installations are ready for commissioning / sub-station, the Contractor shall arrange for all the tests / inspection as required by the relevant ISS and / or IE Rules and advise the Employer and others concerned. Employer shall depute their Inspecting Officer for witnessing the tests and to carry out inspection independently and also jointly with other concerned agencies wherever necessary and only after the installation passes the required tests and inspection, it should be commissioned / energized.

The Contractor shall take full responsibility for these tests. For site sites the Employer where possible, may permit the Contractor for the purpose of testing, the use of any instruments / apparatus and electric power which the

Employer can conveniently work not complying with the specifications, the Employer at their discretion ask the Contractor to pay the cost of providing the additional energy required. The Contractor shall provide all apparatus and energy, which may be required for drying out the equipment in a manner approved by the Employer. If, by reasons of the Contractor failing to comply with any of the provisions of this clause, any of the said tests are to be repeated the Contractor shall pay all fees and expenses in connection therewith.

Visual inspection, shall include checks for satisfactory workmanship, all connections, painting, plastering, cleanliness of all fittings etc. and compliance with Indian Electricity Rules.

The ammeters, voltmeters, and energy-meters shall be checked for their calibration, scale, accuracy, etc. for compliance with the specified requirement.

i) Manufacturer's Test Certificates shall be furnished as evidence that type tests have been made in accordance with IS: 3231. Type test results together with appropriate drawings and records of any relevant alteration, which may have

been made to any relay after the type test, shall be made available.

ii) Certificates of compliance to routine test shall also be furnished.

iii) Routine tests shall be carried out at manufacturer's premises before commissioning in compliance with IS: 3231.

iv) Routine tests are to be carried out on presence of Engineer-in-Charge and Test Certificates are to be submitted.

All cables shall be tested at manufacturer's works in compliance with relevant standards. All cables and connections after erection shall be tested as required by the Employer for:

i) Pressure Test.

ii) Insulation Test.

Earth resistance shall be measured separately for each earth electrode and when they are connected together and to the equipment recorded.

Warranty

Contractor shall guarantee that all the equipment and the works executed under this contract shall be free from all defects and faults in materials, design, workmanship and manufacture and shall be of acceptable standards for the contracted work and in full conformity to the technical specifications.

The Contractor's liability in respect of any compliant defect and / or claim shall be limited to the execution, installation and erection of replacement parts free of charge, or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or design of material in the manufacture of the equipment / stores, and or negligence in any manner and also in the event of failure of the equipment to perform as intended.

The Contractor shall, if required, replace, repair, execute and / or install the goods or such portion thereof as in rejected by the Employer free of cost at site or at the option of the Employer the Contractor shall pay to the Employer the value thereof and such other expenditure and damage as may arise by reason of the breach of the conditions therein specified.

If, any defect is not rectified satisfactorily within the above mentioned one month, the Employer may proceed to do the work at Contractor's risk and cost and without prejudice to any other rights of the Contractor under this contract.

If the Contractor so desires, the replaced parts can be taken over by him or his representative for disposal as he deems fit within a period of one month from the date of replacement of goods / parts. At the expiry of this period, no claim whatsoever shall lie on the Employer.

The Employer may, at their discretion recover the ground rent for the goods / parts which have been rejected during the warranty period for the specified period of one month, if the rejected materials are not taken over within that period one month, by the Contractor or his representative.

The warranty herein contained shall not apply to any material which have been repaired or altered by the Employer, or on their behalf in any without the consent of the Contractor so as to affect its strength, performance and reliability or to any defects to any part due to misuse negligence or accidents and to items of normal wear and tear to be specifically mentioned by the Contractor in his offer and got accepted by the Employer. The decision of the Employer concerning Contractor's liability and the amount if any payable, under this warranty, shall be final and conclusive.

Indemnity Bond

The Contractor shall sign an Indemnity Bond before starting the work from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at site due to negligence, wrong practice, bad workmanship,

faulty work, violation of safety rules and regulations etc., for which the Contractor shall be solely responsible. The Indemnity Bond shall be executed in the form prescribed by the Employer.

Taxes, Duties, etc.

Income Tax applicable to this work as per extant rules shall be deducted from the Contractor's bills by the Employer and remitted to the Reserve Bank of India and a certificate to that effect issued to the Contractor. The Contractor shall submit current valid I.T.C.C. and S.T.C.C. at the time of receiving payment.

Supervision of Electrical works

The said works will be supervised by the concerned Officers/Engineers of the Electrical Wing of NBU and a certificate in this regard should be submitted to the University Engineer, NBU along with the Measurement Book.

Mode of Payment

Measurement of Electrical works should be done by the competent officers/engineers of the Electrical Wing of NBU. Measurement Book according to Priced Schedule and Agreement and the said measurements as authenticated by the Engineers of Electrical Wing, NBU shall be forwarded to the University Engineer NBU for making necessary payment.

SPECIFICATION FOR 11 KV GRADE PVCA CABLES, 650V GRADE PVC INSULATED AND SHEATHED WIRING CABLE AND TERMINATION OF POWER CABLES:

All power cable shall be procured from reputed manufacturer. The cables must be manufactured under IS:1554(Part-II) 1976 and latest amendments thereafter. The supplier also obtains manufacturer's test certificate. The cables even in a smaller length should be supplied in a coil formation either in cable drums or duly protected with proper packing so that the same is not damaged during rough handling in transport or at site on work. The both ends should be properly sealed with PVC caps and adhesive so that no moisture can penetrate in side cables.

Termination of above cables, including supply of suitable brass compression cable glands for respective size of heavy duty type including solderless copper cable sockets (Dowell's make) and necessary anti oxide pest (Dowell's make) required during cramping sockets by suitable section of cramping dice and tools etc. mention may be made that beyond 120 sq. mm size hydraulic type machine to be used for proper crimping of cable sockets. The sockets must be tinned properly and should be cleaned before insulating the conductors applying anti-oxide pest for proper surface bondage.

Wiring cable shall be manufactured under IS:694/1900 or BS:2004 for PVC insulated sheathed/unsheathed with copper conductor stranded of 1.1 KV or 650 volts grade having colour code as required for electrical use.

POWER CABLES - LAYING:

Sizes of cables required are given in the bill of quantities. Only armoured and unarmoured cables shall be stranded Aluminium conductors, PVC sheathed, 1100V grade conforming to IS:1554 & 694.

Cables are to be laid both inside and outside the buildings. Laying of cables shall be in accordance with IS:1255. Inside the buildings, cables shall be laid in G.I pipes /Polythene pipes of suitable sizes or open trench as required. Outside the buildings, the cables shall be laid in the ground at a depth of 1 meter from the ground level along with approved routes with necessary brick and G.I protection for vertical riser / road crossings. Laying of cable includes excavation of earth i.e. making the required trench, placing the cables in trenches, providing the necessary sand cushioning below and above the cables and brick protection at top. Identification – tags shall be provided on the cables at regular intervals where more than one cable is laid. After the laying of cables as approved by the Engineer-in-Charge, the trenches shall be filled with shifted earth and well rammed to bring the surface in level with the surroundings. Sand shall be of good quality river sand and the bricks B class burnt. Sand and bricks shall be laid continuously on the cables to cover the cables fully. Cable identification makers made of galvanized steel plates incorporating the information such as the line voltage, size of cables. Cable identification no. shall be provided at intervals of 10 metres along with entire cable route in an approved arrangement.

Wherever the cables are crossing the roads, drains, water / sewerage pipes or entering /leaving the buildings, the cables shall be laid in class B G.I. pipes of suitable size as directed by the Engineer-in-Charge.

Straights through joints are not normally permitted. In case of unusually long distances of cable, laying work straight through joints would be considered on permission only if the kits of specified make are used. No extra payment will be permitted for such joints.

SUB POWER-DISTRIBUTION BOARDS (PDB/EPDB) AND LIGHTING DISTRIBUTION BOARDS (LDB/ELDB) SERVICE / METER BOARDS AND MAIN SWITCH BOARD:

All the PDB/EPDB/LDB/ELDB, Service Meter and Main Switch Boards shall be of robust construction and suitable for flush-mounting / wall mounting type. They must be of industrial heavy duty type, compartmentalized and fabricated out of 14 SWG sheet-steel with MS angles and channels of suitable sizes wherever necessary, totally enclosed, fully gasket, dust and vermin proof, removable top and bottom plates with suitable knockouts at appropriate location for entry of 20-25 and 40 mm dia PVC/MS conduits, hinged front doors (single or two half doors depending upon the size of the board) with locking arrangements & two earthing terminals etc. to be provided.

Service Meter Boards housing front operated SFUs, terminal blocks, fuse cut-outs, kWh meters etc., shall be provided with suitable arrangements for locking and sealing front door. Suitable cut-outs and glass windows in front of kWh meters shall be provided for taking readings and for periodical watching meters working.

PDB/EPDB, LDB/ELDB service meter boards and main switch boards shall be complete with all the equipment such as MCCBs, MCBs, Isolators, SFUs, Fuse Cut-outs, kWh meters etc. as indicated in the Schedule of Quantities for the incoming and outgoing circuits, suitably rated copper bus bars, neutral link, internal wiring, phenolic phase barriers wherever necessary, clearances between phases, phases-neutral and earth maintained as per relevant IS and properly painted with anti-corrosive primers and finish paints. Finish colour should be as per client's choice.

Moulded Case Circuit Breaker (MCCB)

MCCBs are required for use in three phases, 400 Volt feeders for "On-load" closing and opening. Current rating shall be as indicated in the Schedule of Quantities. Breaking capacity at 415V and P. F. between 0.2 and 0.4 shall not be less than 25 KA for 100A, 35 KA for 200A, 35 KA for 250A, 50 KA for 400A and 50 KA for 630A rated MCCBs. The MCCBs shall have mechanisms for quick make and break operation and provided with thermal magnetic release for short circuit and over current protections. There shall be provision for setting the short circuit tripping between 300% and 800% and over-load tripping between 50% and 100% of the nominal rating in addition to continuous current setting (IR) in 5 steps between 100% and 50% of nominal rating. All the PCCs, MCCs are to be provided with door interlocking arrangements.

SPECIFICATION OF SUB-MAIN AND POINT WIRING

A power circuit shall always be originated from a distribution fuse boards and the same shall run in a separate PVC conduit/ cable as considered in general scheme.

Insulated or covered earthing conductors where used, shall have green insulation braiding or covering as appropriate. Under as circumstance shall the colour green be used for other than earthing conductor. In addition, where it is required that cables of different colours be used for-identification purposes; the following system shall be employed. Red, Yellow and Blue colour for phases and black for neutral only.

The electric load of all lights, power outlets etc. shall be balanced across the three phases. Unless otherwise mentioned in the schedule of quantities single way porcelain/Bakelite terminal connector with nickel-plated brass pin and screws to suit the conductor. Size shall be used for intermediate wiring joints in junction boxes and switch-boards.

Distribution wiring in PVC conduit casing capping to light, fan, socket outlets, exhaust fan points etc. shall be done in looping in system. In this system except at stopping points such as at terminals of switches, ceiling-roses, etc, and in case of socket outlets at the socket terminals. Intermediate wiring joint in junction boxes will not be permitted. The maximum number of wires drawn in one PVC conduit shall not be greater than the recommended number given in the table of IS. 732-1963, contractor must consult the specification given above.

Sub-mains are considered for the wiring from PDB to power outlets LDBs and point control switch boards. These may be by two-core PVCA cable/PVC insulated sheathed copper conductor wires as considered in bill of quantities.

POINT WIRING IN BUILDINGS

Wiring in the buildings shall be concealed/surface drawn. PVC conduits accessories, PVC casing capping cables, ceiling-rose, switches etc. used in the wiring shall be of approved makes. All wiring to be done by stranded single core copper PVC cable of size 1.5 sq.mm for phase and neutral and one sq.mm copper PVC cables for earth wire (Green colour). In case of rewiring partially, the similar cables are to be used as existing.

Laying of conduits, conduit accessories and wiring in concealed and surface system shall meet the requirements of IS-732; National Electrical Code and national Building Code.

The PVC and MS conduits shall conform to IS:9537 (part 1 and 3) and IS: 1653 respectively. Metal junction boxes/ PVC junction boxes shall be used with PVC/MS conduits as the case may be conduit accessories such as junction boxes/pull boxes, outlet boxes, bends. Sleeves etc shall conform to IS: 5133 Necessary GI pull wire of 14 SWG shall be provided in the conduits from an end to the other as required for drawing electrical wires.

PVC conduits/Alkathene pipes shall be laid as far possible in straight runs tied to the reinforcement bars to prevent the getting dislocated during concreting. Where conduits are required to be embedded in the walls, the walls shall be chased to the required depth and conduits fixed in position by means or suitable pipe hoods at every 600mm distance in an approved manner. The walls chased for conduit embedding shall be covered suitably by the Electrical Contractor.

Preparing switch board covers, control switches for all lights, fans, call bells, exhaust fans, ceiling roses, PVC insulated electrical wires bond wire etc. are parts of Schedules for point wiring. Similarly, conduits laying covered under a separate schedule item include providing and embedding Alkathene pipe/MS conduits in RCC roof slabs/beams, walls, MS junction boxes, bends, outlet switch boxes with 3mm thick Phylum sheet, fixing brass screws and cup washer etc. in running meter measurement. Switch-boards may be of double teak-wood board with Phylum cover or MS with Phylum cover as the case may be.

Terminal/outlet/switch boxes shall be of MS sheet of not less than 1.5mm thick and provided with 4/6/8 threaded holes depending upon the size of the box. The depth of the boxes shall not be less than 75mm and the centre cross sectional area in between from 100 to 750 Sq. cms. The boxes shall be provided with two coats of anti-corrosive paint and the inside surface finished with suitable white paint. The front cover should be 3mm thick coloured or white Phylum sheet and over size by 1 cm, all round shall be provided with suitable brass screws & cup-washer for MS Board only.

Sheet Metal Connector Box (16 SWH) of the following sizes with 3mm white Phylum sheet cover is to be used:

- a) 6" x 4" x 2.1/2"
- b) 7" x 4" x 2.1/r
- c) 8" x 6" x 2.1/2"
- d) 4" x 4" x 2.1/2"

In case of surface wiring by casing capping, the double T.W. Switch Board and Junction Box of the following sizes (with 3mm thick white Phylum sheet cover fixing by four Nos. brass wooden screw with Cup-washer) are permitted:

- i) Double T.W. Switch Board:
T- x 4" x 2" / 8" x 6" x 2" / 8" x 10" x 2" / 8" x 12" x 2"
- ii) Junction Box: 7" x 4" x 2" / 4" x 4" x 2".

T.W. Round Block (75" mm dia)

There shall be 3mm wide and 3 ram deep-groove cut all round the surface against which the bottom of cover will rest and approved plastic compound shall be filled before fixing it finally.

Installation of Switch Board:

These shall be installed at a height of 1.3 meters (4'-3') above the floor level. Various sizes of wires viz. 1, 1.5, 2.5, 4 and 6 sq. mm which required to be used in the wiring of building shall be of stranded flat twin/single core copper conductors, PVC insulated & sheathed 1100-volt grade conforming to relevant IS-specification.

The number of cables/wires drawn in various sizes of conduits shall not exceed the following limit.

Cables sizes	Conduit diameters		
	20mm.	25mm.	40mm.
1.5 Sq.mm	6	10	-
2.5 Sq.mm	4	18	-
4.0 Sq.mm	3	6	-
6.0 Sq.mm	2	14	8

Brief details of use of specific wire-sizes/switches/sockets are given below:

- | | |
|--|---|
| a) For light, fan, call bell and
6A plug point | Stranded 1.5 Sq.mm single core
PVC Unsheathed copper |
| b) For connecting air-conditions
type socket (Crompton/ Standard/ Havells)
with MK-I starter (L&T) with 20 ampere
MCB | Board with 20-amp capacity industrial |
- c) All main and sub-main power cables will be of Aluminium armoured.
- d) For air-conditioners, in-coming power supply cable will be of 7/0.36mm stranded size (phase and neutral) and of earth 2.5 sq.mm (3/0.036 mm) stranded single core copper cable from separate way of PDB.
- e) Composite 6 in 1 plug-socket board (with following provisions) should be provided in selective areas:
- i) 16 Amp Socket flush type
 - ii) 6 Amp Socket flush type
 - iii) One switch 16 Amp Socket flush type
 - iv) One fuse flush type
 - v) One indicating lamp flush type
 - vi) 6 Amp one-way flush type switch
- Such composite 6 in 1 plug-sockets should be provided in different places as per Guide line.
- f) All vertical-drops (wiring) should be concealed for horizontal portion only.
- g) In horizontal cases, PVC casing and capping permits surface-drawn wiring. But in new OT- both horizontal and vertical wiring should be concealed.
- h) OT switch boards should be water protected as design to be approved by site-in-charge.
- i) For lights/fans/call bells/engaged sign etc. circuit wiring is a part of point wiring. Maximum load per circuit will be 800 watts but number of points should not exceed eight (8) leaving behind two (2) points for future loads.

EQUIPMENT AND FITTINGS

The type, rating the required features, location of fixing etc. are indicated in the Schedules. The schedule includes all other required accessories, fasteners, small wiring etc. fixing, aligning, connecting, testing and commissioning. The materials shall be of good quality acceptable to Engineer-in-Charge and to be fixed in position as directed by him.

Box/Rail Type Fluorescent Light Fittings

Both single and twin tube assemblies shall be of standard fittings made out of cold-drawn sheet steel stove enamelled, the box finished in grey colour and its cover plates in white colour, complete with copper chokes, starter holder, tube holders, lamps and earth terminal etc. Decorative Type Fluorescent Light Fittings Similar to Box/Rail Type with Fluorescent Light Fittings with Opal acrylic diffuser.

Mirror Optics Type Fluorescent Light Fittings

Both single and twin tube assemblies shall be of standard fittings made out of cold-drawn sheet steel, stove enameled, the box finished in grey colour and its cover plates in white colour, complete with copper chokes, starters, starter holder, tube holders, lamps and earth terminal etc. with mirror reflector.

Compact Fluorescent Type Light Fittings

Compact fluorescent fitting with 2 x 11 Watts lamps, holders, stainless steel reflector with housing and OPEC acrylic diffuses etc. of SIGMA' search light make.

Street Light (TFL) Fittings

The fittings shall be SON/70W/150W or weather proof type fluorescent street light fittings. The fittings shall be made of Aluminium sheet and finished outside in hammer tone grey colour, stove Enameled and white inside complete with copper wire chokes, starters condensers, suitable lamp.

Control switches for lights, fans, call bells, exhaust fans etc. shall be of rating 6 Amps, 230 Voil, Piano-type flush mounted, cream colour conforming to relevant Indian Standards. Ceiling roses also shall be of 6 Amps, rating 230 V. cream colour deluxe conforming to the relevant IS – Specification Switches of 16 Amps capacity and associated 16A socket would also require to pro' ided facility of connection of power load upto 1 KW. Alternatively, Industrial type plug-socket board may be used in specific cases. Cable used for power load should be of suitable capacity.

After successful completion of the work., the final drawings/Blue Print Plan showing the details circuit diagrams and fittings, fixtures are to be submitted along with the final bill.

EARTHING

All non-current carrying metal parts of the electrical installations such as switch gears, LT panel, distribution boards, power plugs exhaust fans, air conditions, cable glands, MS conduits, switch boxes etc. shall be bounded together suitably and connected to earth stations in accordance with the requirements of Indian Electricity Rules and IS: 3043.

All earth stations shall be of the same type similar to one illustrated in IS: 3403, using pipe electrode of galvanized steel Class B having 65mm dia and a length of 3.04 meter buried vertically in the ground and providing layers of charcoal/coke and salt as necessary. The top end of the pipe electrode shall have suitable arrangements for making connections of earth wire/flats in the manner approved by the Engineer-in-Charge. The earth stations shall be located at least 2 M away from the buildings and not less than 6M apart. Nearby earth stations (at least two) shall be interconnected with suitable size GI flat.

Earth connections shall be as follows:

- i) For building wiring the earth lead will be drawn from earth electrode to earth bus-bar by 19/10 GL stranded wire and from earth bar to PDB & SWG GI wire & from PDB to, SDB & LDB etc. by No. 10 SWG GI wire. For Power plug and 6 Amp plug, either by 1 Sq. mm stranded copper/16 SWG G.I wire as the case may be which will be mentioned in B.O.Q.
- ii) Double connections shall be made for medium voltage supply (251 to 650V).
- iii) All earth wires and flats from one end to the other shall be continuous and without any joints and so laid to protect them against mechanical damage.

If the required earth resistivity is not obtained with the earth-pits, additional pits shall be made for improving the system resistivity. The rates payable for additional pits shall be same as the rates quoted in the tender.

Earthing Schedule includes supply of all required material, digging pits, providing charcoal / coke and salt, filling up the pits (providing cement concrete chamber with cover for substation earthing only for laying of earth wires / flat making connection with proper fasteners, finishing machinery work that have been disturbed for electrical works, testing etc.

Erection of Poles:

Erection of single street tubular pole of length, as given below with or without sole plate & cap etc. in cement concrete foundation (proportion and dimension indicated below) as to G.S having 600 x 600 x 150mm thick cement concrete (4:2:1) base block below sole plate/Pole with hard Jhama metal including CC (6:3:1) muffing of 0.3 Mt (3ft) dia and 0.3 Mt (1 ft) above ground level including 3 mm (1/8") thick neat cemented finish and providing G.I earth bolt after making drilled hole etc. on pole & carriage of pole up to 1.6km from store depot to work site including filling up the excavated earth pit with shifted soil and ramming properly.

Dimension of poles	Proportion	Dimension
3) Upto 9 Mts	6: 3:1	0.6x0.6x1.70 Mt.
b) Above 9 Mt	6: 3:1	0.6x0.6x 1.91 Mt

Erection of H – pole (D.P.) structure with 9 Mt long steel tubular poles (0.9 Mt. to 1.5 Mt. apart) in cement concrete (6:3:1) foundations (as to similar dimension in item 1.2 (above) including 600 x 600 x 150mm (2' x 2' x 6") thick cement concrete (4:2:1) base block below sole plate / pole with hard jhama meta including cement concrete (6:3:1) muffing 300mm (1 ft.) dia and 300mm above ground level neatly cemented finish 3mm (1/8") thick and providing galvanised MS channels, cross arms and cross bracing made out of galvanised, angle, flats etc. anti-climbing devices, 'Danger' board & earth bolt etc. "as per IS code of practice".

Extension items 1 & 2 above, for providing cement concrete (6:2:1) base block (around the pole) dimension 0.60 x 0.60 x 0.76 mt. (2" x 2" 2'.6") above ground level, neatly cemented finish (3mm thick) at the base of pole (in lieu of cement concrete muffing) including S & F looping cable box 25cm x 25cm 10cm (10" x 10" x 4") made of C.I & including providing drilled hole in pole suitable for Alkathene/polythene pipe entry as directed for street light wiring.

Painting of Steel Tubular Pole of lengths and no. of coats of paints as given below with ready mixed paint/primer of approval make brand including preparation of surface by sand paper/ emery paper, cleaning etc. for receiving fresh coat of paint.

Painting block letters or digits within a circle/square as required with “Black Japan” paint of approved make & brand the size of letters and digits.

Painting of Steel Tubular pole of lengths and no. of coats of paint as given below with ready mixed paint/primer of approved make & brand including preparation of surface by sandpaper/emery paper, cleaning etc. for receiving fresh coat of paint.

Painting of any steel /iron surface with no of coats of paints as given below with ready mixed paint/primer of approved make and brand including preparation of surface by sand paper, cleaning etc. for receiving fresh coat of paint.

Street light as described in bill of quantities. The Schedule item of street light poles include manufacture of stepped poles, excavation of pits, making concrete foundations, erection of poles, filling up of pits satisfactorily, fixing of light fixing on poles, connection with suitable weather proof insulated wires, earthing, testing and commissioning at the locations decided by the Engineer-in-Charge. The pole shall as per the sketch enclosed.

The poles shall be manufactured out of steel tubes conforming to IS: 2713 as shown in the drawing. There shall be a base plate of MS of size 220 x 200 x 6mm welded to the bottom of the pole and one MS rod of 19/20mm dia and 300mm long inserted across the and welded at a height of 600mm from the base plate and both of them coated with bituminous paint.

The cable terminal arrangement shall be built in within the MS sleeve loop box as per in the sketch. Water light 2 ram thick MS box shall have locking arrangement to house two sets of terminals for incoming and looping connections and one re-wireable fuse fitting with 6 Amps fuse on 6mm thick phylum base & properly insulated to withstand weather conditions.

The poles shall be erected properly with cement concrete foundations as per NBU (ELECT) Specification- Necessary change of the concrete shall be done as per relevant procedures. Two P.V.C pipe of not less than 30mm dis. With gland and bends shall be provided in the foundation for cables entry into terminal box. Electrical connection between the terminal box and the light fitting shall be made by means of 2.5mm single core, PVC insulated copper cable of 1100V grade.

THE FOLLOWING INDIAN STANDARD CODES ARE APPLICABLE

- i) IS: 732/1989 – Code of practice for elec. Installation.
- ii) IS: 1646-1961 – Code of practice for safety of Building (General Electrical Installation).
- iii) IS: 3646 Part – I – Code of practice Principles Part – H and Part – m for good lighting and aspects of design, schedule for values of illumination and glare level and calculation of coefficient of utilisation.
- iv) IS: 4347-Code of practice for Hospital lighting.
- v) NEC – 1985 – National Electrical Code for hospital and Operation Theatre.
- vi) IS: 3480 – Flexible Steel Conduits for Electrical Wiring
- vii) IS: 2667 – Fittings for rigid Steel Conduits for Electrical Wiring
- viii) IS: 3837 – Accessories for rigid Steel Conduits for Electrical Wiring
- ix) IS: 9537 Part-Hi- 1983-PVC Conduits for Electrical Wiring
- x) IS: 694 – 1977 – Specifications for PVC insulated Cable for working voltage upto and including 1100 Volts
- xi) IS: 8130-1984 – Specification for Conduits for insulated Electrical Cable and Flexible Cords
- xii) IS-5563 – Electrical Power Connectors
- xiii) IS: 3854-1988 – Flush type Switches
- xiv) IS: 1293-1988 – Pin Sockets
- xv) IS: 6538 – 1971 – 3 pin piano top
- xvi) IS: 371 – 1979- Ceiling Roses
- xvii) IS: 374-1979-Ceiling Fan.

Fire Detection and Public Address System:

The Bidder should submit the Original Letter of authorization from approved OEM/OEMs authorizing them to participate in the tender for Fire Detection and Public Address System.

References, information and certificates from the respective clients certifying suitability, technical knowledge or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.

The applicant may furnish any additional information which he thinks is necessary to establish his capabilities for successful completion of work. The applicants are however, advised not to furnish superfluous information. No information shall be entertained after submission of short-listing documents unless it is called for by the Client.

The contractor shall be responsible to obtain necessary approval from the respective Authorities for Fire Detection and Alarm System. Contractor shall ensure that their sub suppliers are from Purchaser’s list of approved vendors only. In case of any deviation, contractor shall obtain prior approval for the same from the Purchaser and shall submit copies of such letters for approval along with inspection call.

Strict implementation of Directions for preventive measures needs to be taken to control air pollution. Vide Memo no.: 1M-21/2017/06-R/W(N) Dated: - 16.06.2017 of the Joint Secretary to the Govt. of WB (Projects & Coordination) Public Works Department.

Preventive measures to be taken: -

- a) Wrapping of construction area / buildings with geotextile fabric, installing dust barriers, or other actions, as appropriate for the location.
- b) Applying water and maintain soil in a visible damp or crusted condition for temporary stabilization.
- c) Applying water prior to levelling or any other earth moving activity to keep the soil moist throughout the process.
- d) Limiting vehicle speeds to 15 mph on the work site.
- e) Cleaning wheels and undercarriage of haul trucks prior to leaving construction site.
- f) Applying and maintaining dust suppressant on haul routes.
- g) Applying a cover or screen to stockpiles and stabilize stockpiles at completion of activity by water and maintain a dust palliative to all outer surfaces of the stockpiles.
- h) Stabilizing surface soils where loaders, support equipment and vehicles should operate by using water and maintain surface soils in a stabilized condition where loaders, support equipment and vehicles will operate.
- i) Stabilizing adjacent disturbed soils following paving activities with immediate landscaping activity pr installation of vegetative or rock cover.
- j) Maintaining dust control during working hours and clean track at the end of the work shift/ day.
- k) Stabilizing sloping surfaces using soil binders until vegetation or ground cover can effectively stabilize the slope.
- l) Disposal of debris in consultation with the local authorities following proper environmental management practice.
- m) During construction work, including cutting of marbles, ambient noise level should not exceed more than 65 Db(a).

Practices to be discarded: -

- a) Disposal of debris indiscriminately.
- b) Allowing the vehicles to run at high speed within the work site.
- c) Cutting materials without proper dust control/ noise control facility.
- d) Keeping materials without effective cover.
- e) Allowing access to the work area except workers to limit soil disturbance. Access may be prevented by fencing, ditches, vegetation, berms or other suitable barrier.
- f) Leaving the soil, sand and cement stack uncovered.
- g) Keeping materials or debris on the roads or pavements.
- h) Burning of old tyres in hot mix plant as a fuel during construction and repairing of the roads for melting coal tar.

A consolidated report regarding compliance of the directions i.e. preventive measures to be taken and practice to be discarded, may please be furnished to this office for onward submission to the Principal Secretary, Department of Environment.

Necessary instruction may be given to the Engineers under his jurisdiction for taking necessary action in this regard.

**INSTRUCTION TO BIDDERS
SECTION-A**

1. General Guidance for e-Tendering-

Instructions / Guidelines for tenderer/bidder for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

2. Registration of Contractor-

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://etender.wb.nic.in>. the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC)-

Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information Centre (NIC) on payment of requisite amount details of which are available at the Web Site stated in Clause 2. DSC is given as a USB e-Token.

1. The contractor can search & download E-NIT& Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
2. **Submission of Tenders. General process of submission**
Tenders are to be submitted online through the website stated in Cl. 2 in two folders as per tender schedule, i.e Prequalification with Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC), The documents are to be uploaded (virus scanned copy) duly Digitally Signed wherever necessary. The documents will get encrypted (transformed into non-readable formats).

A. TECHNICAL PROPOSAL---

The Technical Proposal to be submitted in the following two covers (Folders): -

A-1. Statutory Cover Containing: -

Following Scanned Documents are to be uploaded virus scanned and digitally signed by the Contractor: -

- (a) e-N.I.T.
- (b) W.B.F. 2911/2911(i)/2911(ii) (No rates to be given)
- (c) Scan copy of EMD.
- (d) Credential certificate(s).
- (e) Notification no-5784-PW/L&A/2M-175/2017, dated-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.
- (f) Others (All section of tender document i.e. Form-I, Form-II & Form-III).

A-2. Non-Statutory Cover: -

This will contain the following scanned documents to be uploaded virus scanned and duly digitally signed by the bidder: -

- a) Valid Professional Tax receipt for the year 2020-2021.
- b) GST registration certificate.
- c) PAN card.
- d) Valid Trade Licence.
- e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).
- g) In case of Partnership Firm, a copy of registered partnership deed and in case of Company, copies of Incorporation Certificate along with Memorandum and Articles of Association.
- h) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public
- i) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate/Notary Public.
- j) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.

Intending Bidders should upload documents as per following folders in My Document: --

Sl.	Category Name	Sub-Category Description	Details
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A	Certificates	Certificate	<p>a) Valid Professional Tax receipt for the year 2020-2021.</p> <p>b) GST Registration certificate.</p> <p>c) PAN Card.</p> <p>d) Valid Trade Licence.</p> <p>e) Employees' Provident Fund registration certificate along with current Electronic Challan Return (ECR).</p>
B	Company Details	Company Details	<p>a) Partnership Deed and Trade Licence for Partnership Firm.</p> <p>b) Incorporation Certificate, Trade Licence for Ltd. Company.</p> <p>e) Society Registration Certificate and Trade License for Society.</p> <p>f) Anything other, as may be relevant.</p>
C	Credential	Credential	<p>a) Credential certificate(s) as asked for/ mentioned above.</p>
D	Additional Information		<p>Any other information applicant considers being relevant in connection with the eligibility to participate in the tender.</p>
E	Declaration	Declaration	<p>a) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) about self-declaration regarding the history of arbitration / litigation /suspension and/or banning of the firm /company of last 5 years prior to publication of this e-NIT to be produced duly certified by a 1st class Judicial Magistrate/Notary Public.</p> <p>b) An affidavit to be affirmed on a non-judicial stamp paper of Rs.10.00 (Rupees ten only) in regards to General Condition of Contract (proforma attached) duly certified by a 1st class Judicial Magistrate /Notary Public.</p> <p>c) Others (All section of tender document i.e. Form-I, Form-II & Form-III).</p>
F	Financial Information		<p>a) In case of Proprietorship and Partnership Firms and Company the Tax Audited Report in 3CD/3CB Form supported with Income Tax return are to be furnished along with balance sheet, profit and loss account for the Assessment Year 2020-2021 and all schedules forming the part of Balance Sheet and Profit & Loss Account. Tax Audited report, Balance Sheet and Profit & Loss Account including all schedules forming the part of Balance Sheet and Profit & Loss Account should be in favour of applicant.</p>

SECTION-B

FORM-I

PRE-QUALIFICATION APPLICATION

To
The University Engineer,
University of North Bengal,
Raja Rammohunpur,
PO-North Bengal University,
Dist—Darjeeling,
Pin-734013.

Ref: -Tender for

(Name of work) :
.....
.....

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

Dear Sir,

Having examined the Statutory, Non statutory & e-NIT documents, I / we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of in the capacity.....duly.....authorized to submit the offer. The necessary evidence admissible by law in respect of authority assigned to us on behalf of them group of firms for Application and for completion of the contract documents is attached herewith

We are interested in bidding for the work(s) given in Enclosure to this letter. We understand that:

- (a) Tender Accepting Authority/ University Engineer can amend the scope & value of the contract bid under this project.
- (b) Tender Accepting Authority/University Engineer reserve the right to reject any application without assigning any reason.

Encl: -e-Filling:

- 1) Statutory Documents
- 2) Non Statutory Documents

Signature of applicant including title and capacity in which application is made

Date: -

SECTION – B

FORM-II

Detail of Organization

1. Name of Applicant: (Indicate whether proprietary firm,) Partnership, Limited Company, Corporation/Others)
2. Office Address: -
3. Telephone/Mobile No.: -
4. Fax No.: -
5. E-Mail address: -
6. Name and address of Banker: -

Signature of applicant including title and capacity in which applicant is made

SECTION-B
FORM-III

DECLARATION BY BIDDER

D E C L A R A T I O N

Declaration in support of Finance Rule No-11(i) in respect of University works stating that no tender shall be accepted from any person directly or indirectly related with those employees of the University who hold University Service Book: --

e-N.I. T No.: (Sl. No.....) of 2020-21 by the University Engineer, University of North Bengal.

I,, son of,
aged about.....years residing at
.....
.....,by occupationdo hereby
solemnly affirm and say as follows:--

- 1) That I am the..... (Designation) of
.....(Name of Tendered) and I am duly authorized and
competent to affirm on behalf of the said Tendered.
- 2) The undersigned also hereby certifies that neither our firm
_____ nor any of its constituent partners is
directly or indirectly related with any employees/officials of the University who hold University Service
Book.
- 3) I, the undersigned do certify that all the statements made hereinabove are true and correct. In case of any
information submitted is proved to be false or concealed, the application may be rejected or the work
might be revoked at any time and no objection / claim will be raised by the undersigned. Moreover, it
may be considered as an attempt to disturb the tendering process and the University authority may take
such legal or administrative action as they deem fit against such misconduct.

Date—

Seal of Applicant

Signature of the Bidder

DECLARATION BY THE TENDERER/ QUOTATIONER

IN RESPECT OF GENERAL CONDITION OF CONTRACT

[Affidavit to be affirmed on a Non Judicial Stamp Paper of Rs. 10/- (Rupees ten only) and to be enclosed with the Tender Documents which is required to be mentioned in the forwarding letter of the Tenderer/Quotationer.]

I,, son ofaged aboutyears by occupationdo hereby solemnly affirm and say as follows:

4) That I am the..... (Designation)..... of(Name of Tendered) and i am duly authorized and competent to affirm on behalf of the said Tendered.

That my / our authorized and competent personnel including myself have inspected all the sites of work covered under **Electronic Tender No. - NBU/UE/123/20-21 of the University Engineer, University of North Bengal** and have made ourselves fully acquainted with the site conditions and local conditions in or around the site of work. We have also carefully gone through the Notice Inviting Tender and Tender Documents and WBF 2911/2911(i)/2911(ii) mentioned there in. Tender of the above named Tenderer/Quotationer is offered upon due consideration of all factors and if the same is accepted, I, on behalf of the aforesaid Tenderer/Quotationer, being duly authorized, promise to abide by all the covenants, conditions and stipulation of the contract document and to carry out, complete design, construction, supply, erection, commissioning, performance guarantee test and operation and maintenance of the work to the satisfaction of the EIC of the work and abide by his instruction as may be given by him from time to time to that effect. I also undertake to abide by the provisions of law including the provisions of law including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Apprentice Act, 1961, West Bengal Sales Tax Act., Income Tax, GST as would be applicable to the Tenderer/Quotationer upon entering into formal contract / agreement with the University of North Bengal.

- 1) That I declare that no relevant information as required to be furnished by the Tenderer/ Quotationer have been suppressed in the Tender Documents.
- 2) That I declare that we will not claim any compensation in any manner whatsoever in the event of becoming unsuccessful Tenderer/Quotationer.
- 3) That I declare that concerned University authority shall not be held responsible for making payment against any anticipated profit and / or compensation for any losses, whatsoever for the works as stated in this Tender Documents and we shall not claim any payment for such purpose in the event of becoming unsuccessful Tenderer/ Quotationer.
- 4) That the statements made in paragraph No. 1 to 5 are true to the best of my knowledge and belief.

Solemnly affirmed by the

Said.....

(1st class Judicial Magistrate /Notary Public)

Deponent before me

(Signature of Contractor)

B. (II) Financial Proposal: --

The financial proposal should contain the following documents in one cover (folder): --

- a) Financial Bid in which the contractor is to quote the rate online in the space marked for quoting rate in the BOQ. Only downloaded copies of the above Documents are to be uploaded, virus scanned & digitally signed by the contractor.

5. Opening & Evaluation of tender: -

5.1 Opening of prequalification & technical proposal: -

- i. Technical proposals will be opened by the University Engineer, University of North Bengal or authorized representative of North Bengal University electronically from the web site using their Digital Signature Certificate.
- ii. Intending Tenderer/Quotationers may remain present if they so desire.
- iii. Statutory documents will be opened first & if found in order, non-statutory documents will be further opened. If there is any deficiency in such documents the tender will summarily be rejected.
- iv. Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible Tenderers/Quotationers will be uploaded in the web portals.
- v. While evaluation, the committee may summon the Tenderers/ Quotationers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

5.2. Opening of Financial proposal: -

- i. Financial proposals of the Tenderers / Quotationers declared technically eligible will be opened electronically from the web portal on the prescribed date, by the University Engineer, University of North Bengal or authorized representative of North Bengal University.
- ii. The encrypted copies will be decrypted and the rates will be read out to the contractors remaining present at that time.
- iii. The Financial Proposal shall be evaluated by the Tender Accepting Authority/University Engineer, University of North Bengal. Final summary result containing inter – alia name of contractors and the rates quoted by them shall be uploaded provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
- iv. However, if there is any scope for lowering down of rates in the opinion of the University Engineer, further negotiation meeting with the lowest bidder may be held at his office which will be done offline. The final negotiation statement shall be uploaded in the website.

6. Penalty for suppression/distortion of facts: -

If any Tenderers /Quotationers fails to produce the original hard copies of the documents or any other documents on demand of the University Engineer/Tender Inviting Authority/Tender Accepting Authority at any stage of tender process/pendency of the contract within a specified time frame or if any deviation is detected in the hardcopies from the uploaded soft copies or if there is any suppression of documents/fact, the Tenderer/ Quotationer will be barred from participating the tenders for a period of 3 years maximum and shall be judged as per level of offense(s) to be decided by the University Authority. In addition, his Earnest Money Deposit may stand forfeited. Besides, the University authority may take appropriate legal/administrative action against such defaulting tenderer/ Quotationer.

7. Award of Contract: -

The Tender Inviting Authority/University Engineer/Tender Accepting Authority reserves the right to accept or reject any bids and cancel the bidding processes and reject all bids at any time or distribute the work prior to the award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for Tender Inviting Authority/University Engineer/Tender Accepting Authority action. The bidder who's bid will be accepted, notified by the University Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911/2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University Engineer and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda, addenda etc. will be the part of the contract documents/agreement.

University Engineer
University of North Bengal