



সমানো মন্ড: সমিতি: সমানো

**UNIVERSITY OF NORTH BENGAL
OFFICE OF THE REGISTRAR**

Accredited by NAAC with Grade A

Abridged Tenders

Rates are invited from the reputed agencies against the works/supply at NBU campus vide NIT No-NBU/CE/87/21-22, NIA no-NBU/CE/88/21-22 (2nd Call), NIQ no- NBU/CE/89/21-22, NIQ no- NBU/CE/90/21-22 (2nd Call), NIQ No-NBU/CE/91/21-22 and NIT no-NBU/CE/92/21-22 to NIT no-NBU/CE/104/21-22.

Last date & time of application for purchase of tender paper is 17/12/2021 (upto 02.00 p.m.) & closing date & time of tender submission shall be 23/12/2021 upto 1.30 p.m. at the Office of the Chief Engineer, NBU. For further details please visit University's website (www.nbu.ac.in) or may be communicated to the Office of the Chief Engineer, NBU.

Advt. No. 63/ R-2021 Dated: 14.12.2021

Sd/-
Registrar (Offg.)

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/87/21-22

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

- 1) **Name of work— “Providing 9 (nine) nos. sheet gate beside the stair case including making glass reinforce polyester translucent fiber sheet roofing shade at two entrance and some door replacement of roof for Jalpaiguri campus (2nd campus)”.**
- 2) **Estimated cost—Rs.2,24,605.00**(Rupees two lakhs twenty-four thousand six hundred seven only).
- 3) **Earnest money—A sum of Rs. 4,500.00**(Rupees four thousand five hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....60 (sixty) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents, otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender... 17/12/2021 up to 2.00 p.m**
- 8) **Last date of sale or issue of tender paper..... 21/12/2021 up to 2.00 p.m**
- 9) **Last date and time of tender submission.... 23/12/2021 up to 1.30 p.m**
- 10) **Tentative date and time of tender opening.... 23/12/2021 up to 2.30 p.m**
- 11) **Price of tender documents ... Rs. 1005.00 (Rupees one thousand five only) /Set.**
- 12) **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 @ Rs. 1005.00 (Rupees one thousand five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

1) AE (DK).

UNIVERSITY OF NORTH BENGAL



OFFICE OF THE CHIEF ENGINEER

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

Date: 13/12/2021

Abridged Notice Inviting Auction

NIA No. - NBU/CE/88/21-22 (2nd Call)

NOTICE INVITING AUCTION FOR DISMANTLING AND TAKING OUT OF DEFUNCT QUARTERS BEARING QUARTER NO- E/100&101, E/101(A) & 102, E/103 & 103(A), E/104 & 105 NEAR GATE NO. 2 (A) AT EASTERN SECTOR AND TIN SHED BRICK STRUCTURE WITHIN SOCIAL FORESRY NEAR EASTERN SIDE OF GATE NO. 2 WITHIN THE CAMPUS OF UNIVERSITY OF NORTH BENGAL (NBU) AT RAJA RAMMOHUNPUR, SILIGURI, DIST.— DARJEELING.

An Auction is hereby invited by the Chief Engineer, NBU, **on the letterhead of the** experienced, reliable and resourceful vendors/agencies having experience for similar nature of works or in civil construction. The location of the sites may be physically verified by the bidders prior to submitting their bid.

PARTICULARS—

1	Name of Work	DISMANTLING AND TAKING OUT OF DEFUNCT QUARTERS BEARING QUARTER NO-E/100&101, E/101(A) & 102, E/103 & 103(A), E/104 & 105 NEAR GATE NO. 2 (A) AT EASTERN SECTOR AND TIN SHED BRICK STRUCTURE WITHIN SOCIAL FORESRY NEAR EASTERN SIDE OF GATE NO. 2 WITHIN THE CAMPUS OF UNIVERSITY OF NORTH BENGAL (NBU) AT RAJA RAMMOHUNPUR, SILIGURI, DIST.—DARJEELING.
2	Location	Within the campus of University of North Bengal at Raja Rammohunpur, Siliguri, Dist-Darjeeling.
3	Budgetary allocation for the project	<u>Bidder has to quote the rate in Lump Sum on their Letter-head in Indian Rupees which shall be deposited by the selected bidder prior to commencement of work.</u>
4	Time of completion	60 days from the date of submission of quoted amount failing which the deposited amount will be forfeited.
5	Mode of payment by the selected bidder	Quoted price shall have to be deposited by the selected bidder prior to commencement of actual work in shape of a CTS Demand Draft from any bank as recognized by the RBI in favour of the University of North Bengal payable at Siliguri (non-refundable).
6	EMD	Rs. 1000.00 (One thousand only) in shape of a CTS Demand Draft from any bank as

		recognized by the RBI in favour of the University of North Bengal payable at Siliguri (non-refundable and non-adjustable in case of the selected bidder).
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Last date of submission of bid— 23/12/2021 upto 1.30 pm
Tentative date & time of bid opening—23/12/2021 after 2.30 pm

Scope of Work/Auction—

The work would include necessary dismantling of existing Civil and Electrical structures of the mentioned buildings only by engaging sufficient man and machineries (if required) and to take out the same outside the University campus area which will be the property of the bidder. Time will be considered as the essence of the project and no extension of time will be allowed except any situations beyond control of the bidder or as imposed by the client. Only the mentioned property as per nomenclature are allowed to be dismantled by the selected bidder as per instruction of the Engineer-in-Charge or his authorized representatives.

THE ELIGIBILITY /QUALIFYING CRITERIA FOR THE BIDDERS TO PARTICIPATE IN THE BID AND SHOULD SUBMIT THE RELATED DOCUMENTS--

- 1) Bidder has to quote the rate in Lump Sum on their Letter-head in Indian Rupees which shall be deposited by the selected bidder prior to commencement of work.
- 2) The bidder must be a Civil Contractor having credential of similar nature of work or any civil construction work of Rs 1.00 lakh at least.
- 3) PAN Card.
- 4) Valid professional Tax certificate/challan.
- 5) GST registration certificate in India.
- 6) Valid Trade Licence.
- 7) EMD.
- 8) Form-III (duly filled-in)

SPECIAL TERMS & CONDITIONS OF THE CONTRACT--

- 1) The selected bidder after receiving the L.O.I./Work Order will immediately start the work as per the terms and conditions of this N.I.A and will complete the whole work under their scope within **60 days** from the date of submission of quoted amount which shall be reckoned **10 days** from the date of issue of work order/LOA.
- 2) The work will be executed in such a way by the agency that the neighboring residents and structures does not get sufferer in any way.
- 3) The quoted fees in lump sum will be inclusive of all taxes to complete all necessary works under this auction and should be executed as per guidance and instruction of the EIC or his authorized representatives.
- 4) Selection of bidder for this auction shall be done on basis of highest **(H1)** quoted rate.
- 5) The Tender Accepting Authority/Chief Engineer, NBU 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 bids. For further enquiry, intending tenderers may contact the office of the Chief Engineer, University of North Bengal, (Ph.no –0353-2776336), in any University's working day between 12.00 noon to 3.00 p.m.

6) 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 before submitting their offer with full satisfaction, the cost of visiting the site shall be at his/her own expense.

7) Conditional/incomplete tender will not be accepted under any circumstances.

8) There is no provision/scope of Joint Venture (JV) under this contract.

9) No documents will be entertained, if sent by post/courier/e-mail or any other hard form, unless otherwise asked for.

10) The Chief Engineer, NBU 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.

11) There shall be no provision for Arbitration under this contract. For any discrepancy, the decision taken by the Vice Chancellor, University of North Bengal is final and binding. And for any court case the jurisdiction will be Calcutta High Court.

12) **Verification of documents:** All the documents submitted by the bidders should be properly indexed. After opening of bids technically qualified bidders may be called for the original copies of their submitted documents at the office of the Chief Engineer, NBU during office hours, within a stipulated time and the lowest bidder must have to show his/her original copies of submitted documents to the office of the Chief Engineer during office hours, within 5 working days after opening of bids or as asked for. At that time the lowest bidder has to submit the affidavits, declarations and other required documents, if any (as asked for) in original at the office of the Chief 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.

13) The bid for the work shall remain open for acceptance for a period of 120 (One Hundred and Twenty) days from the date of submission of the bids. The period of offer's validity may be extended by mutual agreement.

14) The bidding firm is advised to attach any additional information about its/their competence, which they think is necessary for their offer. The bidder is however advised not to attach superfluous information.

15) Quoted Rates/Prices for executing the activities under the contract shall remain firm till completion of the entire work & shall not attract any change under any circumstances whatsoever.

16) Any other item of work not mentioned / specified in the scope of work but required/felt necessary for the completion of the work as a whole in all respects shall be deemed to be included in the scope as well as in the quoted rate by the bidder and shall be executed as per instruction of the EIC.

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 Chief Engineer, NBU/Tender Accepting Authority at any stage of tender process or during pendency of the contract within a specified time frame or if any deviation is detected in the hardcopies/submitted copies from the original copies or if there is any suppression, the Tenderer/ Quotationer will be barred from participating the tenders for a period as 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.

Award of Contract: -

The Tender Accepting Authority/Chief Engineer, NBU 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 Accepting Authority/Chief Engineer action. The bidder who's bid will be accepted, notified by the

Chief Engineer, NBU through acceptance letter. The notification of award will constitute the formation of the contract.

Chief Engineer

University of North Bengal

SECTION-B

FORM-III

DECLARATION BY BIDDER

DECLARATION

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 the employees of the University who hold University Service Book: --

N.I.T/N.I.Q/ N.I.A No.: (Sl. No.....) of 2021-22 by the Chief 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 Tenderer) and I am duly authorized and competent to affirm on behalf of the said Tenderer.
- 2) The undersigned also hereby certifies that neither our firm _____ nor any of its constituent partner 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

UNIVERSITY OF NORTH BENGAL



Email—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Ref. No.:

Date:13/12/2021

Abridged Notice Inviting Quotation

NIQ No. - NBU/CE/89/21-22

Sealed quotations are invited from reputed eligible contractors in the following format **on their letterhead** for the work as detailed below: -

DESCRIPTION OF ITEM	QTY	Rate/no in Rs. (Including GST and other taxes)	Amount In Rs.
Supply, fitting and fixing of Chlorinated Polyvinyl Chloride brass threaded MTA including cutting of pipes necessary jointing materials etc. all complete with necessary tools and tackles as required.			
1) 80mm	8 nos.		
2) 100mm	14 nos.		
		Total amount=	

Note:

- The rate is inclusive of hire charges of all machineries, tools & tackles as required.
- Rate should be quoted considering the profit and overhead charges.

- Earnest money—A sum of Rs. 3000.00** (Rupees three thousand only) in the form of CTS Demand Draft from any Bank as recognized by RBI in favour of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as earnest money, failing which the tender will be treated as cancelled. On successful completion of the job the EMD will be adjusted with security deposit but it will be forfeited for any unsuccessful work. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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.
- Defect Liability period—1 year from the date of successful completion of the job.**
- Time of completion.... 15 (fifteen) days.**

- 5) **Security deposit**—as per norm.
- 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 @ Rs. 505.00 (Rupees five hundred five only) /Set.
- 7) **Last date and time of tender submission**.... 23/12/2021 up to 1.30 p.m
- 8) **Tentative date and time of tender opening**.... 23/12/2021 up to 2.30 p.m

NIQ number should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University's working day between 11.00 a.m to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ/quoted rates 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 has to attach the following documents (photocopies)**---
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Valid Licence to Electrical Contractors from Government of West Bengal (applicable in case of electrical work).
 - f) Credential certificate(s) as asked for/ mentioned above.
- 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.

- 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc will be the part of the contract document.
- 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.

- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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 licence/worksmen permit/supervisory licence etc as required for the work and such licence should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority 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.

- 40) There is no provision/scope of Joint Venture (JV) under this contract.
- 41) 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, Siliguri is final and binding.

42) 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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) Award of contract: -

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer
University of North Bengal

- 1) AE (KC)
- 2) SAE (PN)

UNIVERSITY OF NORTH BENGAL



Email—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Ref. No.:

Date:13/12/2021

Abridged Notice Inviting Quotation

NIQ No. - NBU/CE/90/21-22 (2nd Call)

Sealed quotations are invited from the reputed vendor(s)/suppliers **on their letterhead** as per the following format for the Electrical Goods required by the University of North Bengal at Raja Rammohunpur, Siliguri, Darjeeling---

Sl. No.	Description of item	Unit	Basic Rate (Rs.)	GST	Quantity	Total Amount (Rs.)
1	Supply of 16A 3 pin S.S combined with PVC box (Make-Anchor/Hevells or equivalent approve by EIC)	Nos.			100	0
2	Supply of 5A piano key type switch (Make-Anchor/Hevells or equivalent approve by EIC)	Nos.			100	0
3	Supply of 5A 3pin plug socket (Make-Anchor/Hevells or equivalent approve by EIC)	Nos.			50	0
4	Supply of 2.5mfd Capacitor for ceiling fan (Make-Universal/Hevells/Tibcon or equivalent approve by EIC)	Nos.			200	0
5	Supply of MCB (Make- L&T/Legrand/Siemens or equivalent approve by EIC)					
a)	6A to 20A SP	Nos.			50	0
b)	20A DP	Nos.			10	0
c)	32A DP	Nos.			10	0
d)	40A DP	Nos.			10	0
e)	40A TPN	Nos.			10	0
f)	63A TPN	Nos.			10	0
6	Supply of PVC tape	Nos.			90	0
7	Supply of one way modular switch (Make- Crabtree Thames or equivalent approve by EIC) as per IS 3854:199					
a)	6A	Nos.			40	0
b)	16A	Nos.			40	0
8	Supply of one way modular switch (Make- Legrand Mylinc or equivalent approve by EIC)					
a)	6A	Nos.			30	0

b)	16A	Nos.			30	0
9	Supply of 3 pin shuttered plug socket modular type (Make-Crabtree Thames or equivalent approve by EIC) as per IS 1293:1988.					
a)	6A	Nos.			40	0
b)	16A	Nos.			40	0
10	Supply of 3 pin shuttered plug socket modular type (Make-Legrand Mylinc or equivalent approve by EIC) as per					
a)	6A	Nos.			30	0
b)	16A	Nos.			30	0
11	Supply of Electronics fan regulator for ceiling fan. (Make-Crabtree Thames or equivalent approve by EIC)					
a)	Switch Type	Nos.			35	0
b)	Socket Type	Nos.			35	0
12	Supply of Electronics fan regulator for ceiling fan. (Make-Legrand Mylinc or equivalent approve by EIC)					
a)	Switch Type	Nos.			30	0
b)	Socket Type	Nos.			30	0
13	Supply of 2module high speed fan regulator for ceiling fan. (Make- Crabtree Thames or equivalent approve by EIC)	Nos.			20	0
14	Supply of 2module high speed fan regulator for ceiling fan. (Make- Legrand Mylinc or equivalent approve by EIC)	Nos.			20	0
11	Supply of surface mounting plastic boxes (Make-Crabtree Thames or equivalent approve by EIC)					
a)	1 Module	Nos.			30	0
b)	4 Module	Nos.			20	0
c)	12 Module	Nos.			15	0
12	Supply of Sapphire front plate (white) (Make-Crabtree Sapphire or equivalent approve by EIC).					
a)	1 Module	Nos.			30	0
b)	4 Module	Nos.			20	0
c)	12 Module	Nos.			15	0
13	Supply of flexible Wire (Make- KEI/RR or as equivalent as approve by EIC)	Coil.			6	0
14	Supply of China Kathi					
a)	2"	Pcked			4	0
b)	1.5"	Pcked			4	0
15	Supply of 2 core Aluminium service cable wire (Make- KEI/RR or equivalent approve by EIC)					
a)	6 sq mm	Coil.			10	0
b)	10 sq mm	Coil.			10	0

16	Supply of 11KV grade single core PVC insulated & unsheathed stranded Copper wire of 90Mt. long coil (Make- KEI/RR or equivalent approve by EIC)					
a)	1.0 sq mm	Coil.			3	0
b)	1.5 sq mm	Coil.			3	0
c)	2.5 sq mm	Coil.			3	0
d)	4.0 sq mm	Coil.			2	0
17	Supply of Fuse wire (LT & HT)					
a)	60A	Coil			5	0
b)	100A	Coil			5	0
c)	200A	Coil			5	0
d)	5A HT	Coil			5	0
18	Supply of Kitkat Fuse Complete set					
a)	32A	Nos.			10	0
b)	100A	Nos.			15	0
c)	200A	Nos.			10	0
19	Supply of Main switch (Make- L&T/Legrand/Currency or equivalent approve by EIC)					
a)	32A DP	Nos.			5	0
b)	63A TPN	Nos.			5	0
c)	100A TPN	Nos.			5	0
20	Supply of D.O.L Starter					
a)	5 HP	Nos.			5	0
b)	10 HP	Nos.			2	0
21	Supply of Ampere Tape	Nos.			10	0
22	Supply of Casing pin	Pcked			100	0
23	Supply of 3pin Top (Make- Anchor/Hevells or equivalent approve by EIC)					
a)	6A	Nos			50	0
b)	16A	Nos			30	0
24	Wooden board 8"/10"	Nos			20	0
25	Supply of holder (Make- Anchor/Hevells or Equivalent as approve by EIC)					
a)	Pendent holder	Nos.			50	0
b)	Angle holder	Nos.			75	0
26	Supply of starter for 36/40W tube light. (Make- Philips/Hevells/Surya or equivalent as approve by EIC)	Nos.			300	0
27	Supply of 9W LED lamp (Make- Surya/Hevells or equivalent as approve by EIC)	Nos.			200	0
28	Supply of Tube holder (Make- Philips/Hevells or equivalent as approve by EIC)					
a)	Big	Nos.			100	0
b)	Small	Nos.			100	0
29	Supply of 36/40W Electronic Ballast (Make- Philips/Hevells or equivalent as approve by EIC)	Nos.			220	0

30	Supply of 36/40W Tube Rod (Make- Surya/Hevells or equivalent as approve by EIC)	Nos.			200	0
31	Supply of 20W LED tube light set. (Make- Surya/Hevells or Equivalent as approve by EIC)	Nos.			200	0
32	Supply of LED 50W Light (Philips or Equivalent as approve by EIC)	Nos			6	0

Last date & time of submission of quotation----23/12/2021 up to 1.30 p.m

Tentative date & time of opening of quotation--- 23/12/2021 up to 2.30 p.m

Terms and Conditions:

- a) The following documents are required to be uploaded/attached with the quotation—
 - i) Valid Trade License.
 - ii) PAN card.
 - iii) GST Registration certificate.
 - iv) Valid PT certificate/challan.
 - v) **EMD –A sum of Rs. 10000.00 (Rupees twenty thousand only) in the form of CTS Demand Draft from any Bank as recognized by the RBI in favour of University of North Bengal payable at Siliguri is to be submitted with the tender documents as earnest money deposit, failing which the tender/quotation will be treated as cancelled. EMD will be released after expiry of 1 year from the date of successful supply/installation and maintenance of warranty/guarantee in case of successful bidder. Otherwise, shall be forfeited.**
- b) Quoted rate should be valid for at least 4 (four) months.
- c) **Price should not exceed MRP/Latest price-list of the manufacturer, if any, and should be inclusive of all taxes as mentioned in the format.**
- d) **L1 will be calculated/finalized on basis of gross lowest quoted rate.**
- e) Time of delivery shall be reckoned **21 (twenty-one) days** from the date of receipt of work order.
- f) **Warranty** period will be considered **oneyearor manufacturer specification whichever is higher** from the actual date of supply/installation as applicable.
- g) Taxes will be deducted as per prevailing Government norms.
- h) Payment will be made through account payee cheque.
- i) Price shall be quoted in Indian Rupees (INR).
- j) All material(s) supplied by the vendor(s) from the market should possess IS specification or as recommended in the tender notice or as approved by the Chief Engineer or by his authorized representatives.
- k) Quantity of materials required may vary as per requirement of the University authority. Quantity required may increase or decrease as per decision taken by the University authority.
- l) Recommendation of payment will be done only after successful delivery, installation & commissioning of the materials, as applicable.
- m) Bidders are requested to be present at the time of opening of quotations/tenders.
- n) For any further detail bidders may contact the office of the undersigned during office hours except Saturday, Sunday and Holidays.
- o) 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.
- p) The Chief Engineer, NBU 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 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.

- q) University authority has the liberty to take administrative/legal steps as they deem fit against the successful bidder at their discretion if the warranty/guarantee/services are not provided properly and in time by the agency/service provider. For any discrepancies, decision taken by the Vice Chancellor, University of North Bengal is final and binding. And for any court cases the jurisdiction will be High Court, WB.

Chief Engineer
University of North Bengal

- 1) AE (Elect).
- 2) SAE (Biplob Roy).

UNIVERSITY OF NORTH BENGAL



Email—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Ref. No.:

Date:13/12/2021

Abridged Notice Inviting Quotation

NIQ No. - NBU/CE/91/21-22

Sealed quotations are invited from reputed eligible contractors in the following format **on their letterhead** for the works as detailed below: -

DESCRIPTION OF ITEM/ SCOPE OF WORK	QTY	Rate/unit in Rs. (Including GST and other taxes)	Amount in Rs.
<u>At NBU main Campus:</u> i) Oil filtration and silica-gel change for 1(one) no. 250KVA Oil Type Transformer. ii) Oil filtration, silica-gel change and gasket change of LV side and upper side of 1(one) no. 315KVA and 1(one) no. 250KVA Oil Type Transformer. Including all machineries, tools and tackles, labour charges etc. as required as per satisfaction of the EIC.	1 job		
<u>At Jalpaiguri Campus:</u> i) Oil filtration and silica-gel change for 1(one) no. 250KVA Oil Type Transformer. Including all machineries, tools and tackles, labour charges etc. as required as per satisfaction of the EIC.	1 job		
Supply of new fresh transformer oil for 1(one) no. 315KVA Oil Type Transformer and 3(three) nos. 250KVA Oil Type Transformer at NBU main campus and Jaipalguri campus. Including all machineries, tools and tackles, labour charges etc. as required as per satisfaction of the EIC.	225ltr. (Approx.)		
		Total amount=	

Note:

- The rate is inclusive of hire charges of all machineries, tools & tackles as required.
- The Vacuum- Dehydration oil filtration machine must be used for filtration.
- Test certificate have to be submitted for BDV (Break-down voltage) value after oil filtration.
- Rate should be quoted considering the profit and overhead charges.

- Earnest money—A sum of Rs. 3000.00** (Rupees three thousand only) in the form of CTS Demand Draft from any Bank as recognized by RBI in favour of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as earnest money, failing which the tender will be treated as cancelled. On successful completion of the job the EMD will be adjusted with security deposit but it will be forfeited for any unsuccessful work. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.

- 2) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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.
- 3) **Defect Liability period—6 months from the date of successful completion of the job.**
- 4) **Time of completion.... 15 (fifteen) days.**
- 5) **Security deposit—as per norm.**
- 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 @ Rs. 505.00 (Rupees five hundred five only) /Set.
- 7) **Last date and time of tender submission....** 23/12/2021 up to 1.30 p.m
- 8) **Tentative date and time of tender opening....** 23/12/2021 up to 2.30 p.m

NIQ number should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University's working day between 11.00 a.m to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ/quoted rates 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Valid Licence to Electrical Contractors from Government of West Bengal (applicable in case of electrical work).
 - f) Credential certificate(s) as asked for/ mentioned above.
- 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
- 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc will be the part of the contract document.
- 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.

- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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 licence/worksmen permit/supervisory licence etc as required for the work and such licence should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority 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.
- 40) There is no provision/scope of Joint Venture (JV) under this contract.
- 41) 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, Siliguri is final and binding.

42) 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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) Award of contract: -

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer
University of North Bengal

- 1) AE (Elect.)
- 2) SAE (BR)

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/92/21-22

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

- 1) **Name of work— “Replacement of old/damaged batten type aluminum wirings including re-arrange the entire electrical distribution system of LAW Boys’ hostel at NBU campus”.**
- 2) **Estimated cost—Rs.4,34,913.00**(Rupees four lakhs thirty-four thousand nine hundred thirteen only).
- 3) **Earnest money—A sum of Rs. 8,700.00**(Rupees eight thousand seven hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....60 (sixty) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents, otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender... 17/12/2021 up to 2.00 p.m**
- 8) **Last date of sale or issue of tender paper..... 21/12/2021 up to 2.00 p.m**
- 9) **Last date and time of tender submission.... 23/12/2021 up to 1.30 p.m**
- 10) **Tentative date and time of tender opening.... 23/12/2021 up to 2.30 p.m**
- 11) **Price of tender documents ... Rs. 1005.00 (Rupees one thousand five only) /Set.**
- 12) **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 @Rs. 1005.00 (Rupees one thousand five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-276336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 cessetc. 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (Elec.)
- 2) SAE (BR).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/93/21-22

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

- 1) **Name of work—** “Replacement of old/damaged batten type aluminum wirings including allied electrical works in Department of Pharmaceutical, Food Technology, Department of Chemistry Lab no. 342,353, quarter no. W-298, E-56 and W-209 at NBU campus”.
- 2) **Estimated cost—Rs.1,10,638.00**(Rupees one lakhs ten thousand six hundred thirty-eight only).
- 3) **Earnest money—A sum of Rs. 2,300.00**(Rupees two thousand three hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion.....15 (fifteen) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender...** 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper.....** 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission....** 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening....** 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents ...** Rs. 505.00 (Rupees five hundred five only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (Elec.)
- 2) SAE (Biplob Roy).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/94/21-22

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

- 1) **Name of work— “Repair and maintenance of 04 (four) nos. faculty room at first floor Department of Mathematics at NBU campus”.**
- 2) **Estimated cost—Rs.3,14,368.00**(Rupeeesthree lakhs fourteen thousand three hundred sixty-eight only).
- 3) **Earnest money—A sum of Rs. 6,300.00**(Rupees sixthousand three hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....90 (ninety) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender... 17/12/2021 up to 2.00 p.m**
- 8) **Last date of sale or issue of tender paper..... 21/12/2021 up to 2.00 p.m**
- 9) **Last date and time of tender submission.... 23/12/2021 up to 1.30 p.m**
- 10) **Tentative date and time of tender opening.... 23/12/2021 up to 2.30 p.m**
- 11) **Price of tender documents ... Rs. 1005.00 (Rupees one thousand five only) /Set.**
- 12) **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 @Rs. 1005.00 (Rupees one thousand five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-276336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (SC).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/95/21-22

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

- 1) **Name of work— “Repair and maintenance of doors, frame and some plumbing work at Rani Bhawani Hostel at NBU campus”.**
- 2) **Estimated cost—Rs. 93,829.00**(Rupees ninety-three thousand eight hundred twenty-nine only).
- 3) **Earnest money—A sum of Rs. 1,900.00**(Rupees one thousand nine hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....10 (ten) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents, otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender... 17/12/2021 up to 2.00 p.m**
- 8) **Last date of sale or issue of tender paper..... 21/12/2021 up to 2.00 p.m**
- 9) **Last date and time of tender submission.... 23/12/2021 up to 1.30 p.m**
- 10) **Tentative date and time of tender opening.... 23/12/2021 up to 2.30 p.m**
- 11) **Price of tender documents ... Rs. 505.00 (Rupees five hundred five only) /Set.**
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-276336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (SC).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/96/21-22

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

- 1) **Name of work**— “Necessary civil and plumbing repair and maintenance work at Ramkrishna Hall and Vivekananda Hall at NBU campus”.
- 2) **Estimated cost**—Rs.4,97,304.00(Rupees four lakhs ninety-seven thousand three hundred four only).
- 3) **Earnest money**—A sum of Rs. 10,000.00(Rupees ten thousand only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion**....21 (twenty-one) days.
- 5) **Eligibility**..... 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents, otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender**... 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper**..... 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission**.... 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening**.... 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents** ... Rs. 1005.00 (Rupees one thousand five only) /Set.
- 12) **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 @Rs. 1005.00 (Rupees one thousand five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (PN).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/97/21-22

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

- 1) **Name of work— “Civil repair works at Medicinal Plant Garden (Net House, Orchid House, Cow Dung Shed, Store-I & Store-II) in the NBU campus”.**
- 2) **Estimated cost—Rs.3,69,058.00**(Rupeesthree lakhs sixty-nine thousand fifty-eight only).
- 3) **Earnest money—A sum of Rs. 7,400.00**(Rupees seventhousand four hundredonly) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....120 (Hundred twenty) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender... 17/12/2021 up to 2.00 p.m**
- 8) **Last date of sale or issue of tender paper..... 21/12/2021 up to 2.00 p.m**
- 9) **Last date and time of tender submission.... 23/12/2021 up to 1.30 p.m**
- 10) **Tentative date and time of tender opening.... 23/12/2021 up to 2.30 p.m**
- 11) **Price of tender documents ... Rs. 1005.00 (Rupees one thousand five only) /Set.**
- 12) **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 @Rs. 1005.00 (Rupees one thousand five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-276336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/98/21-22

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

- 1) **Name of work**— “Thorough internal repair at NBU quarter no. E/59 at NBU campus”.
- 2) **Estimated cost**—Rs.2,99,910.00(Rupeestwo lakhs ninety-nine thousand nine hundred ten only).
- 3) **Earnest money**—A sum of Rs. 6,000.00(Rupees sixthousandonly) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion**....90 (Ninety) days.
- 5) **Eligibility**..... 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender**... 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper**..... 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission**.... 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening**.... 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents** ... Rs. 1005.00 (Rupees one thousand five only) /Set.
- 12) **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 @Rs. 1005.00 (Rupees one thousand five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/99/21-22

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

- 1) **Name of work—** “Thorough internal civil and sanitary-plumbing repair works at quarter no. M/130 at NBU campus”.
- 2) **Estimated cost—Rs. 1,81,267.00**(Rupees one lakh eighty-one thousand two hundred sixty-seven only).
- 3) **Earnest money—A sum of Rs. 3,700.00**(Rupees three thousand seven hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....90 (ninety) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents, otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender...** 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper.....** 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission....** 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening....** 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents ...** Rs. 505.00 (Rupees five hundred five only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/100/21-22

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

- 1) **Name of work—** “Making an aluminum partition at the Department of Food Technology and an aluminum door at the entrance of NMR Lab Department of Chemistry at NBU campus”.
- 2) **Estimated cost—Rs. 1,44,811.00**(Rupees one lakh forty-four thousand eight hundred eleven only).
- 3) **Earnest money—A sum of Rs. 3,000.00**(Rupees threethousand only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....45 (forty-five) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender...** 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper.....** 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission....** 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening....** 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents ...** Rs. 505.00 (Rupees five hundredfive only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/101/21-22

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

- 1) **Name of work—** “Repair and replacement of doors and window in the room of behind pump house (and other allied works) at the Department of COFAM atNBU campus”.
- 2) **Estimated cost—Rs. 1,64,543.00**(Rupees one lakh sixty-four thousand five hundred forty-three only).
- 3) **Earnest money—A sum of Rs. 3,300.00**(Rupees threethousand three hundred only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion....60 (sixty) days.**
- 5) **Eligibility.....** 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender...** 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper.....** 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission....** 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening....** 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents ...** Rs. 505.00 (Rupees five hundredfive only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-276336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/102/21-22

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

- 1) **Name of work**— “Dismantling damaged RCC overhead water tank with base and installing 02(two) nos. PVC overhead tanks with new RCC base along with pipeline works at quarter no. M/151 & M/152 A atNBU campus”.
- 2) **Estimated cost**—Rs. 1,43,321.00(Rupeesone lakh forty-three thousand three hundred twenty-one only).
- 3) **Earnest money**—A sum of Rs. 3,000.00(Rupees threethousandonly) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion**....30 (thirty) days.
- 5) **Eligibility**..... 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender**... 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper**..... 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission**.... 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening**.... 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents** ... Rs. 505.00 (Rupees five hundredfive only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (ph. no-0353-2776336), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/103/21-22

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

- 1) **Name of work**— “Making a concrete pathway from Orchid house to Tea Project in COFAM at NBU campus”.
- 2) **Estimated cost**—Rs. 1,49,773.00 (Rupees one lakh forty-nine thousand seven hundred seventy-three only).
- 3) **Earnest money**—A sum of Rs. 3,000.00 (Rupees three thousand only) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion**....30 (thirty) days.
- 5) **Eligibility**..... 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents, otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender**... 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper**..... 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission**.... 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening**.... 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents** ... Rs. 505.00 (Rupees five hundred five only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-2776336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (JM).

UNIVERSITY OF NORTH BENGAL



E-mail—ue@nbu.ac.in

OFFICE OF THE CHIEF ENGINEER

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

Date: 13.12.2021

Abridged Notice Inviting Tender

NIT No. - NBU/CE/104/21-22

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

- 1) **Name of work**— “Necessary civil and plumbing maintenance work at quarter no. W/171 (Ground floor) atNBU campus”.
- 2) **Estimated cost**—Rs. 1,37,904.00(Rupeesone lakh thirty-seven thousand nine hundred fouronly).
- 3) **Earnest money**—A sum of Rs. 2,800.00(Rupees twothousand eight hundredonly) in the form of CTS Demand Draft from any Bank as recognized by RBI /or, Banker’s Cheque from SBI, NBU Campus Branch in favor of University of North Bengal payable at Siliguri is to be attached in original with the tender documents as Earnest Money Deposit (EMD), failing which the tender will be treated as cancelled. No exemption or preference will be given to any PSU, MSME, SSI or else from submitting this EMD.
- 4) **Time of completion**....15 (fifteen) days.
- 5) **Eligibility**..... 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, 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. **The photocopy of the credential document(s)/certificate(s) is required to be attached with the tender documents,otherwise the tender will be treated as cancelled. Only 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) **Last date of receipt of application for tender**... 17/12/2021 up to 2.00 p.m
- 8) **Last date of sale or issue of tender paper**..... 21/12/2021 up to 2.00 p.m
- 9) **Last date and time of tender submission**.... 23/12/2021 up to 1.30 p.m
- 10) **Tentative date and time of tender opening**.... 23/12/2021 up to 2.30 p.m
- 11) **Price of tender documents** ... Rs. 505.00 (Rupees five hundredfive only) /Set.
- 12) **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 @Rs. 505.00 (Rupees five hundred five only) /Set.

Application for purchase of tender documents shall be made to the Chief Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the Chief Engineer, NBU, Siliguri. NIT number, name of work should be written on the envelope, otherwise tender documents may be treated as cancelled. 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 Chief Engineer, University of North Bengal (**ph. no-0353-276336**), in any University’s working day between 11.00 a.m. to 3.00 p.m.

Chief 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 rate in the schedule of rates/BOQ is 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 has to attach the following documents (photocopies)---**
 - a) Valid Professional Tax receipt / e-Challan.
 - b) GST Registration Certificate.
 - c) PAN Card.
 - d) Valid Trade License.
 - e) Valid License to Electrical Contractors from Government of West Bengal(applicable in case of electrical work).
- f) Credential certificate(s) as asked for/ mentioned above.
 - 4) **Verification of documents:** After opening of financial proposal the lowest bidder must have to show his/her original documents to the office of the Tender Inviting Authority during office hours, within 3 working days after opening of financial proposal. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for his 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 Chief Engineer or to his representatives before using of those materials for the works, if asked for. The Chief 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 Chief Engineer or by his authorized representatives.
 - 10) The Chief Engineer or the University Authority, University of North Bengal, Siliguri 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 Chief 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 Authority and Contractor. All the tender documents including work order/ letter of acceptance, NIT, BOQ, special terms and conditions, addenda, corrigenda (if any) etc. will be the part of the contract document.
 - 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 Chief 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 (Chief 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 Chief Engineer or his representative of University of North Bengal, Siliguri.
- 20) Where there is any discrepancy 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 Chief 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 Chief 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 Chief 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 Chief Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the Chief 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 Chief Engineer) under the overall coordination of the Chief 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 Chief 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/workmen permit/supervisory license etc. as required for the work and such license should be from the Government of West Bengal/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 Inviting Authority/Chief Engineer 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) 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(i)/2911(ii).
 - ii) NIT& corrigendum (if any).
 - iii) Special terms & condition (if any).

However, if such discrepancy / contradiction in NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Tender Inviting Authority/Chief Engineer 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.

40) There is no provision/scope of Joint Venture (JV) under this contract.

41) 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, Siliguri is final and binding.

42) **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 Tender Inviting Authority/Chief Engineer/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/attached photocopies or if there is any suppression of document/fact, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years maximum and shall be judged as per the 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.

43) **Award of contract: -**

The Tender Inviting Authority/Chief Engineer 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/Chief Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/Chief Engineer through acceptance letter. The notification of award will constitute the formation of the contract. The agreement in W.B.F. No. - 2911(i)/2911(ii) with its amendments will incorporate all terms and condition between the University authority and the successful bidder. The copy of work order/letter of acceptance, NIT, BOQ, special terms and conditions, corrigenda & addenda (if any) etc. will be the part of the contract documents/agreement.

Chief Engineer

University of North Bengal

- 1) AE (KC)
- 2) SAE (DG).