

UNIVERSITY OF NORTH BENGAL



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OFFICE OF THE CHIEF ENGINEER

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

Date: 30/11/2022

Abridged Notice Inviting Tender

NIT No. - NBU/CE/199/22-23

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

- 1) **Name of work— “Some necessary civil maintenance works at DLLE in Humanities Building and Library Building within NBU campus”.**
- 2) **Estimated cost— Rs. 99,973.00** (Rupees ninety-nine thousand nine hundred seventy-three only).
- 3) **Earnest money— A sum of Rs. 2000.00** (Rupees two 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/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...** 02/12/2022 up to 4.00 p.m
- 8) **Last date of sale or issue of tender paper.....** 05/12/2022 up to 2.00 p.m
- 9) **Last date and time of tender submission....** 07/12/2022 up to 2.00 p.m
- 10) **Tentative date and time of tender opening....** 07/12/2022 after 2.30 p.m
- 11) **Price of tender documents ...** Rs. 500.00 (Rupees five hundred 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 will have to be paid by the successful tenderer @ Rs. 500.00/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. 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 rates in the schedule of rates/BOQ are inclusive of all such taxes and Cess as stated above.
- 2) Release of Security Deposit and Defect Liability Period will be governed as per Notification no-5784-PW/L&A/2M-175/2017, date-12/09/2017 by the Law & Arbitration Cell, Public Works Department, Government of West Bengal.
- 3) **Intending bidders will have to be submitted the following documents duly self-attested---**
 - a) Valid Professional Tax receipt for the year 2022-2023.
 - b) GST registration certificate.
 - c) PAN Card.
 - d) Valid Trade Licence.
 - e) Credential certificate(s) as asked for/ mentioned above.
 - f) Valid License to Electrical Contractors from Government of West Bengal (applicable in case of electrical work).
 - g) Filled in Form-I, Form-II & Form-III.
- 4) **Verification of documents:** All the documents submitted/uploaded by the Bidders should be properly indexed. After opening of bids, qualified bidders may be called for the original copies of their submitted/uploaded documents at the office of the Chief Engineer during office hours, within the stipulated time. If any document is found to be forged/fabricated/false, his candidature as qualified bidder will be treated as cancelled and permission for technical qualification will be revoked. Moreover, it will be considered as an attempt to disturb the tendering process which may attract penal action against the bidder including blacklisting.
- 5) Deduction of taxes, security deposit etc. shall be governed as per prevailing Government norms (Govt. of WB) or as amended by the Government (WB) time to time.
- 6) Mobilization advance or secured advance shall not be paid to any 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 desired so. 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 representative(s).
- 10) Conditional/incomplete tender will not be accepted under any circumstances.
- 11) 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.
- 12) Price adjustment in respect of any construction material will not be allowed under any circumstances for this work.
- 13) Prevailing safety norms has to be followed by the contractor, so that LTI (loss of time due to injury) is zero.
- 14) 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.
- 15) Site of work and necessary drawings may be handed over to the agency phase-wise. No claim in this regards will be entertained.
- 16) 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.

- 17) Notwithstanding the provisions made in the related printed tender form, any item of the work which can legitimately be considered as not stipulated in the specific price 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 Engineer-in-Charge and the rates will be fixed in the manner as stated below: -
- (a) Rates of Supplementary items will be analysed in the 1st instant as far as possible from the rates of the allied items of works appearing in the tender schedule.
 - (b) Rate of supplementary items will be analysed to the maximum extent possible from the rates of allied items of works appearing in the P.W. Department Schedule of Rates of probable items of work forming part of the tender document. Rates of SOR for the working area at the time of floating of N.I.T. will be applicable.
 - (c) In Case, additional items do not appear in the above Public Works Department Schedule of Rates, such items for the works will be paid at the rates entered in the Public Works Department Schedule of Rates for the working area at the time floating of N.I.T.
 - (d) If the rates of the supplementary items cannot be computed even after application of clauses stated above, the same will be determined by analysis from market rates of material, labour and carriage cost, taxes etc prevailing at the time of execution of such items of work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed only. In that case the contractual percentage will not be applicable.
- Unbalanced market rates will never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) & (c) stated above only. It may be noted that the cases of supplementary items of claim will not be entertained unless supported by entries in the Work Order Book or any written order from the Chief Engineer.
- 18) Where there are any discrepancies between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern. Besides, if any discrepancies found in the unit rate, the rate of item(s) shall be analyzed from rates incorporated/mentioned in the P.W. Department, Govt. of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT.
 - 19) 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.
 - 20) 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.
 - 21) 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.
 - 22) 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.
 - 23) 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.
 - 24) 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.
 - 25) 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.
 - 26) 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.
 - 27) 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).
 - 28) 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.

- 29) 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.
- 30) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 31) All concealed and earthing work shall be done in the presence of the Chief Engineer or his authorized representative for electrical works.
- 32) 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.
- 33) 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.
- 34) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
- 35) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman license/worksmen permit/supervisory license etc. as required for the work and such license should be from the Government/competent authorities. Consequences arising due to the default of the contractor to comply with this condition would be contractor's responsibility only.
- 36) The Tender Accepting Authority/Chief Engineer/Tender Inviting Authority reserves the right to deny or accept or reject any or all the applications and to amend/change/supplement/cancel any clause or the whole tendering process, at any point of time without any obligation & assigning any reasons what-so-ever 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.
- 37) No documents will be entertained, if sent by post/courier/e-mail or any other hard form, unless otherwise asked for.
- 38) If any discrepancy/contradiction arises between two similar clauses on different notifications, the clauses as stated in later notifications will supersede former one in following sequence:
 - i) Form No. 2911
 - ii) e-NIT
 - iii) Special terms & Conditions.
 - iv) Technical bid
 - v) Financial bid

In case of inadvertent typographical mistake in the BOQ / Schedule of works/ Price Schedule/rates /elsewhere, the same may be treated to be so corrected as to conform with the relevant schedule of rates and or technically sanctioned estimate.

However, if such discrepancy / contradiction in E-NIT or other documents are noticed by the applicant / intending bidder that has to be brought to the notice of the Chief Engineer, NBU for necessary correction/corrigendum. No advantage could be claimed by the agency for such inadvertent mistakes / errors after finalization of tender or during execution of works.

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

- 40) There shall be no provision for Arbitration under this contract, provision under clause 25 of WBF No.2911 is thus considered deleted. For any discrepancies, the decision taken by the Vice Chancellor, University of North Bengal is final and binding.
- 41) Primer should be white in color for priming on plastered and concrete surfaces. And the exterior acrylic emulsion paint should have at least 5-7 years warranty on product by the manufacturer(s) and to be approved by the department. Recommended brand may be considered as Asian Paints / Berger Paints for use in priming and painting works.
- 42) **The payment will be made as and when fund is available from the concerned source.** No claim whatsoever for delay in payment, if any, will be entertained. Retention money towards performance Security amount to 10% (ten percent) of the value of the work will be deducted from the running account bill of the tender as per prevailing order. No interest will be paid on security deposit.
- 43) Adjustment of Price (increase or decrease) Vide Notification No.23-CRC/2M-61/2008, Dated: 13.03.2009 & Notification No.38-CRC/2M-61/2008 Dated 20.04.2009 shall not be applicable. Since B.O.Q. for the works under this N.I.eT. is based upon the current schedule of rates of Public Works Directorate for Building Works(vol-I), Sanitary & Plumbing Works(vol-II) and Road & Bridge Works (vol-III) and Electrical Works as applicable, including all Addenda & Corrigendum upto the date of Technical Sanction/vetting, the bidders shall quote their rate (percentage above / below / at par) accordingly considering that no escalation and/ or price adjustment will be allowed by the department thereto under any circumstances.

- 44) Agencies shall have to arrange required land for installation of Plant & Machineries (specified for each awarded work), storing of materials, labour shed, laboratory, electricity, water etc. for work at their own cost and responsibility nearest to the work site. The agencies have to submit declaration that they will install all machineries on the working site within **3 (three) days** from the date of issue of work order from this end positively with application of Tender.
- 45) Bids shall remain valid for a period not less than 120 (One Hundred Twenty) days from the last date of submission of Financial Bid / Sealed Bid. In case of inadvertent typographical mistake found in the specified schedule of rates / BOQ, the same will be treated to be so corrected as to conform with the relevant schedule of rates prevailing at the time of vetting/technical sanction of estimate. No claim whatsoever for such inadvertent typographical mistake will be entertained.

46) **Qualification Criteria:**

As per guideline of NBU Rule a Tender Committee has been constituted for evaluation of bids with the following members where Chief Engineer is the Tender Inviting Authority for all works: -

- i) The Chief Engineer, University of North Bengal – Member & Convenor.
- ii) Professor Soumitra De, University of North Bengal--Member.
- iii) The Joint Finance Officer, University of North Bengal—Member.

The Tender Committee will do the technical and financial evaluation of the bidders for different type of works and make recommendation to the tender accepting authority. The bidders will have to meet all the minimum criteria regarding: -

- a) **Financial Capacity**
- b) **Technical Capability comprising of personnel and plant & equipment capability**
- c) **Experience / Credential**

The eligibility of a bidder will be ascertained on the basis of his digitally signed documents in support of the minimum criteria as mentioned in a, b, c above with the help of his DSC and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, in such case the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice and further penal action may be taken against him as per rule.

- 47) The Tender Committee reserves the right to ignore minor deficiencies at their discretion in case of first call and no challenge whatsoever against such decision of the said committee/ authority will be entertained. In case of second and subsequent calls, the Tender Committee reserves the right to ignore some deficiencies at their discretion and no challenge whatsoever against such decision of the said committee will be entertained.

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

49) **Award of Contract: -**

(i) The Bidder whose Bid has been accepted will be notified by the Chief Engineer/Tender Inviting Authority through Letter of Acceptance.

(ii) The Letter of Acceptance will constitute the formation of the Contract. Issuance of LOA / work order may be delayed due to non-receipt of clear site for the work and no claim, whatsoever, for delay in issuance of LOA/ Work order will be entertained.

(iii) The Agreement in W.B.F.No.-2911 will incorporate all necessary documents e.g. N.I.T., all addenda-corrigendum, special terms & conditions, different filled-up forms, B.O.Q., for the works under this N.I.e.T. is based upon the schedule of rates of Public Works Department for Building Works(vol-I), Sanitary & Plumbing Works(vol-II), Road & Bridge Works(vol-III) **w.e.f. 01.11.2017** and for Electrical Works as applicable including all up to date Addenda & Corrigenda (date of vetting/sanction), at the time of floating of NIT, and the same will be constituted between the Chief Engineer and the successful Bidder.

Chief Engineer
University of North Bengal

FORM- II

STRUCTURE AND ORGANISATION

A.1 Name of applicant:

A.2 Office Address:

Telephone No.:

Cell Phone No.:

Fax No.:

E mail I.D.:

A.3 Name and address of Bankers:

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

Signature, name and designation
of Authorised Signatory

For and on behalf of

(Name of the Applicant)

FORM-III

DECLARATION BY BIDDER

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 No: (Sl. No.....) of 2022-23 by the Chief Engineer, University of North Bengal.

I, son of
....., aged about.....years
residing at
.....
.....,by occupation
.....do 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 proven to be false or concealed, the application may be rejected or the
work might be revoked at any stages 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---

Signature, name and designation
of Authorised Signatory

For and on behalf of

(Name of the Applicant)