



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

Accredited by NAAC with Grade A

ENLIGHTENMENT TO PERFECTION

**ABRIDGED NIT**

Rates are invited from the reputed agencies against NIT No- NBU/UE/64/18-19 & NIT No-NBU/UE/65/18-19. Last date & time of application for purchase of tender paper is 10/10/2018 (upto 1.00 pm) & closing date & time of tender submission shall be 12/10/2018 upto 3.00 p.m. at the Office of the University Engineer, NBU. For further details please visit University's website ([www.nbu.ac.in](http://www.nbu.ac.in)) or may be communicated to the Office of the University Engineer, NBU.

**Advt. No. 154 / R-2018 Dated: 10.10.2018**

**Registrar**

# UNIVERSITY OF NORTH BENGAL



Enlightenment to Perfection

## OFFICE OF THE UNIVERSITY ENGINEER

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

Ref. No.:

Date: 01/10/18

### **ABRIDGED NOTICE INVITING TENDER** **NIT No. - NBU/UE/64/18-19**

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

- 1) **Name of work**--- Making a new approach pathway for the inhabitants of sweeper barrack (near gate no-5) at NBU campus.
- 2) **Estimated cost**—Rs. **162456.00** (Rupees one lakh sixty two thousand four hundred fifty six only).
- 3) **Earnest money**—A sum of Rs. **3249.00** (Rupees three thousand two hundred forty nine only) in the form of CTS Demand Draft from any Nationalized Bank 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.
- 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. Full security deposit shall be refunded to the contractor on expiry on one year from the actual date of completion of the work.
- 7) **Last date of receipt of application for tender**...10/10/18 upto 1.00 pm.
- 8) **Last date of sale or issue of tender paper**..... 10/10/18 upto 5.00 pm.
- 9) **Last date and time of tender submission**..... 12/10/18 upto 3.00 pm.
- 10) **Tentative date and time of tender opening**.....30/10/18 after 3.00 pm.
- 11) **Price of tender documents** ... **Rs 755.00 (Rupees seven hundred fifty 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 755.00 (Rupees seven hundred fifty five only)/set.

Application for purchase of tender documents shall be made to the University Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the University 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 University 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.

## **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 for the year 2018-2019.
  - 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 University Engineer or to his representatives before using of those materials for the works, if asked for. The University Engineer, NBU or his representative may ask the contractor to arrange for testing of those materials at the laboratory as decided by him and the necessary testing charges shall be borne by the contractor. No additional payment will be made in this regard.
- 9) All materials required to be used by the contractor for the work are to be procured from the market by the contractor as per IS specification/as recommended and shall duly be approved by the University Engineer or by his authorized representatives.
- 10) The University Engineer or the University Authority, University of North Bengal, 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 University Engineer or by the University Authority within a specified time frame or if any deviation is detected in the hard copies with respect to the photocopies or if there is any suppression, the tender for that tenderer will be treated as cancelled or shall be treated as breach of contract and the tenderer will be suspended from participating in the tenders by this Institution for a period of 3 (three) years. In addition to that the earnest money deposit will stand forfeited. Other penal actions will be as stated in the 2911/2911(i)/2911(ii). The University Authority may also take necessary legal/administrative actions against such defaulting tenderers and for the court cases the jurisdiction will be Calcutta High Court.
- 11) The bidder whose bid has been accepted will be informed by the letter of acceptance/work order. The letter of acceptance/work order will constitute the formation of the contract. The agreement in W.B.F No-2911/2911(i)/2911(ii) with all his amendments will incorporate the agreement between the University 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 University Engineer or by his representative and the rates will be fixed with manner as stated below—
  - a) Rate of supplementary items shall be analyzed in the 1<sup>st</sup> 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 (University Engineer or his representative shall be the custodian of that triplicate book whose pages should be machine numbered. The contractor shall supply this book at his own cost and the contractor or his authorized representative may take away one copy of such every instruction provided in that book by the client for his own record and guidance) or any written order from the University Engineer or his representative of University of North Bengal, 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 University Engineer or the competent authority of the University of North Bengal.
- 22) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative(s) of the department.
- 23) Whatever the reasons may be no claim of idle labour, enhancement of labour rate, additional establishment cost, cost of TOLL and hire &labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 24) All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards the University Authority.

- 25) All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Roads and Bridges Works (5<sup>th</sup> revision) and IS codes and the University Engineer, University of North Bengal (or by his representatives) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the University Engineer or his representative may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the University Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer. The cost of all such tests and arrangements would be borne by the contractor.
  - 26) Time for completion as specified in the tender shall be deemed to be the essence of the contract and shall be reckoned from the date of issue of letter of acceptance/work order, if not mentioned otherwise.
  - 27) In case of fore-closure or abandoned of the works by the University authority the contractor will be eligible to be paid for the finished work/actual work done but not for any losses.
  - 28) The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delays arising out of modification of the work, drawings, due to non-delivery of the possession of site etc.
  - 29) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate. And the drawing(s) may be seen from the office of the undersigned during office hours in any University's working day before submission of rate(s).
  - 30) Supervision of electrical components of works will be carried out by concerned wings of the department (office of the University Engineer) under the overall coordination of the University Engineer as the case may be.
  - 31) The Electrical work shall be carried out as per the specification of PWD, Govt. of West Bengal for electrical works as amended up to date and as per additional specifications and conditions for this work.
  - 32) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
  - 33) All concealed and earthing work shall be done in the presence of the University Engineer or his authorized representative for electrical works.
  - 34) The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost, failing which the same shall be got rectified/made good at the risk and cost of the contractor.
  - 35) The whole work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
  - 36) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
  - 37) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman 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 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 at any stage of tender process 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, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years. 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/University 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/University Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/University 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.

Sd/-  
University Engineer  
University of North Bengal

Sd/-  
Registrar  
University of North Bengal

# UNIVERSITY OF NORTH BENGAL



Enlightenment to Perfection

## OFFICE OF THE UNIVERSITY ENGINEER

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

Ref. No.:

Date: 01/10/18

### **ABRIDGED NOTICE INVITING TENDER**

**NIT No. - NBU/UE/65/18-19**

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

- 1) **Name of work---** Drawing of electrical power lines for installation of AC machines including some electrical upgradation works in the Officers chamber at NBU.
- 2) **Estimated cost—Rs. 398325.00** (Rupees three lakhs ninety eight thousand three hundred twenty five only).
- 3) **Earnest money—A sum of Rs. 7967.00** (Rupees seven thousand nine hundred sixty seven only) in the form of CTS Demand Draft from any Nationalized Bank 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.
- 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. Full security deposit shall be refunded to the contractor on expiry on one year from the actual date of completion of the work.
- 7) **Last date of receipt of application for tender...10/10/18 upto 1.00 pm.**
- 8) **Last date of sale or issue of tender paper..... 10/10/18 upto 5.00 pm.**
- 9) **Last date and time of tender submission..... 12/10/18 upto 3.00 pm.**
- 10) **Tentative date and time of tender opening.....30/10/18 after 3.00 pm.**
- 11) **Price of tender documents ... Rs 755.00 (Rupees seven hundred fifty 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 755.00 (Rupees seven hundred fifty five only)/set.

Application for purchase of tender documents shall be made to the University Engineer, University of North Bengal, Siliguri. Sale of tender documents and submission of tender documents will be at the office of the University 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 University 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.

## 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 for the year 2018-2019.
  - 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 University Engineer or to his representatives before using of those materials for the works, if asked for. The University Engineer, NBU or his representative may ask the contractor to arrange for testing of those materials at the laboratory as decided by him and the necessary testing charges shall be borne by the contractor. No additional payment will be made in this regard.
- 9) All materials required to be used by the contractor for the work are to be procured from the market by the contractor as per IS specification/as recommended and shall duly be approved by the University Engineer or by his authorized representatives.
- 10) The University Engineer or the University Authority, University of North Bengal, 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 University Engineer or by the University Authority within a specified time frame or if any deviation is detected in the hard copies with respect to the photocopies or if there is any suppression, the tender for that tenderer will be treated as cancelled or shall be treated as breach of contract and the tenderer will be suspended from participating in the tenders by this Institution for a period of 3 ( three) years. In addition to that the earnest money deposit will stand forfeited. Other penal actions will be as stated in the 2911/2911(i)/2911(ii). The University Authority may also take necessary legal/administrative actions against such defaulting tenderers and for the court cases the jurisdiction will be Calcutta High Court.
- 11) The bidder whose bid has been accepted will be informed by the letter of acceptance/work order. The letter of acceptance/work order will constitute the formation of the contract. The agreement in W.B.F No-2911/2911(i)/2911(ii) with all his amendments will incorporate the agreement between the University 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 University Engineer or by his representative and the rates will be fixed with manner as stated below—
  - a) Rate of supplementary items shall be analyzed in the 1<sup>st</sup> instant extended possible from the rates of the allied items of work appearing in the tender schedule.
  - b) Rate of supplementary items shall be analyzed to the maximum extent possible from rates of the allied items of work appearing in the P.W. Department, Govt of West Bengal schedule of rates for Building, S&P, Roads & Bridges, Electrical Works along with all addenda and corrigenda of probable items of work forming part of tender document rates for the working area enforce at the time of NIT or from the University's existing approved rate.
  - c) If the rates of the supplementary items cannot be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour, carriage cost, GST, sundries, water charges, labour welfare cess etc as applicable and prevailing at the time of execution of such item of work. Profit and Overhead charges (both together) @ 15% (fifteen percent) be allowed only; the contractual percentage will not be applicable.

Unbalanced market rates shall never be allowed. Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a), (b) stated above only. It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the work order book/site order book (University Engineer or his representative shall be the custodian of that triplicate book whose pages should be machine numbered. The contractor shall supply this book at his own cost and the contractor or his authorized representative may take away one copy of such every instruction provided in that book by the client for his own record and guidance) or any written order from the University Engineer or his representative of University of North Bengal, 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 University Engineer or the competent authority of the University of North Bengal.
- 22) The contractor or his authorized representative shall sign the site order book and comply with the remarks entered therein by the representative(s) of the department.
- 23) Whatever the reasons may be no claim of idle labour, enhancement of labour rate, additional establishment cost, cost of TOLL and hire & labour charges of tools and plants, railway freight etc. would be entertained under any circumstances.
- 24) All risk on account of railway or road carriage or carriage by boat including loss or damage of vehicles, boats, barges, materials or labour, if any, will have to be borne by the contractor without any extra claim towards the University Authority.

- 25) All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T & H's specification for Roads and Bridges Works (5<sup>th</sup> revision) and IS codes and the University Engineer, University of North Bengal (or by his representatives) reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the University Engineer or his representative may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the University Engineer without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer. The cost of all such tests and arrangements would be borne by the contractor.
- 26) Time for completion as specified in the tender shall be deemed to be the essence of the contract and shall be reckoned from the date of issue of letter of acceptance/work order, if not mentioned otherwise.
- 27) In case of fore-closure or abandoned of the works by the University authority the contractor will be eligible to be paid for the finished work/actual work done but not for any losses.
- 28) The contractor shall not be entitled for any compensation for any loss suffered by him/her due to delays arising out of modification of the work, drawings, due to non-delivery of the possession of site etc.
- 29) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate. And the drawing(s) may be seen from the office of the undersigned during office hours in any University's working day before submission of rate(s).
- 30) Supervision of electrical components of works will be carried out by concerned wings of the department (office of the University Engineer) under the overall coordination of the University Engineer as the case may be.
- 31) The Electrical work shall be carried out as per the specification of PWD, Govt. of West Bengal for electrical works as amended up to date and as per additional specifications and conditions for this work.
- 32) The department reserves the right to send such electrical materials to the manufacturers/authorized test laboratory to verify the genuineness and quality of product.
- 33) All concealed and earthing work shall be done in the presence of the University Engineer or his authorized representative for electrical works.
- 34) The contractor shall be responsible for any damage done to the building or electrical installation during the execution of the work. Damage, if any, shall have to be made good by the contractor at his own cost, failing which the same shall be got rectified/made good at the risk and cost of the contractor.
- 35) The whole work shall be carried out in engineering like manner and bad workmanship shall be rejected summarily. For redoing the job, no claim of the contractor shall be entertained on this account.
- 36) The site shall be cleared of malba, debris caused by working at site by the contractor without any extra cost to the department.
- 37) The electrical contractor will ensure that all the skilled persons managed / deployed for executing the electrical work possesses the wireman 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 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 at any stage of tender process 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, the Tenderer/ Quotationer will be Barred from participating the tenders for a period of 3 years. 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/University 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/University Engineer action. The bidder who's bid will be accepted, notified by the Tender Inviting Authority/University 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.

Sd/-  
University Engineer  
University of North Bengal

Sd/-  
Registrar  
University of North Bengal