

UNIVERSITY OF GOUR BANGA

(Established under West Bengal Act XXVI of 2007, 12B Affiliated & NAAC Accredited)



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Office of the University Engineer

NH-34 (Near RabindraBhawan), P.O.: Mokdumpur, Dist.: Malda – 732 103

Ref. No.: 118/UGB/UE-17

Date: 02/12/2017

NOTICE INVITING TENDER **NIT No-UGB/UE/09/17-18 (1st Call)**

Sealed tenders are invited from reputed eligible contractors as specified in the details furnished below:--

- 1) Name of work---Repair & Painting of 3 Bedroom Flat (A-5) in Karuna Apartment at Singatala, Malda.
- 2) Estimated cost---Rs. 75449.00 (Rupees seventy five thousand four hundred forty nine only).
- 3) Earnest money---A sum of Rs.1509.00 (Rupees one thousand five hundred nine only) in the form of CTS Demand Draft from any Nationalized Bank in favour of University of GourBanga payable at Malda is to be attached with the tender documents as earnest money, failing which the tender will be treated as cancelled. The earnest money will be returned to unsuccessful tenderers on application after issuing of work order to the successful bidder.
- 4) Time of completion.....7 (seven) days.
- 5) Eligibility.....Intending tenderers 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 (duly self-attested), otherwise the tender will be treated as cancelled. Payment certificate will not be treated as credentials.
- 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...05/12/2017 (upto 3.00 p.m.).
- 8) Last date of sale or issue of tender papers.....05/12/2017 (upto 4.00 p.m.).
- 9) Last date and time of tender submission.....08/12/2017 (upto 2.00 p.m.).
- 10) Tentative date and time of tender opening.....08/12/2017 (at 2.30 p.m.).
- 11) Price of tender documents ... Rs 105.00 (Rupees one 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 105.00/set.

Application for purchase of tender documents shall be made to the University Engineer (Civil), University of GourBanga, Malda. Sale of tender documents and submission of tender documents will be at the office of the University Engineer, UGB, Malda. NIT number, name of work should be written on the envelope, otherwise tender documents shall 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 GourBanga, in any University's working day between 12.00 noon to 3.00 p.m.

(Anirban Goon)
University Engineer (Civil)

Special Terms and Conditions: ----

- 1) GST, Royalty and all other statutory levy/Cess 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 tenderers will have to submit self-attested photocopies of Trade License, PAN Card, GST registration certificate, Professional Tax payment challan/ certificate (up to date), Credential documents.
- 4) Deduction of Taxes, Security Deposit etc will be governed as per prevailing Government Norms or as amended by the Government of West Bengal time to time.
- 5) Mobilization advance or secured advance shall not be paid to the contractor.
- 6) Payment for the work will be made on availability of fund under the respective head of account.
- 7) In case of use of steel material as reinforcement, it should be procured from only primary producers of steel. Also in case of use of materials such as 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 (civil) or to his representatives before using of those materials for the works. The University Engineer (Civil), UGB 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.
- 8) 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/recommended and shall duly be approved by the University Engineer (Civil) or by his authorized representatives.
- 9) The University Engineer (Civil) or the University Authority, University of GourBanga, Malda reserves the right for verification of any original documents of the contractors/bidders at their discretion at any time during tender process or during pendency of the contract against the documents/photocopies submitted by the contractor. 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 (Civil) 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. The University Authority may also take necessary legal steps against such defaulting tenderers and for court cases the jurisdiction will be Calcutta High Court.
- 10) 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 (ii) with all his amendments will incorporate all agreements between the University Authority and the successful bidder. All the tender documents including work order/ letter of acceptance, NIT, BOQ etc will be the part of the contract document.
- 11) Conditional/incomplete tender will not be accepted under any circumstances.
- 12) 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.
- 13) Price adjustment in respect of any construction material will not be allowed under any circumstances for this work.
- 14) Prevailing safety norms has to be followed by the contractor, so that LTI (loss of time due to injury) is zero.
- 15) 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.
- 16) Site of work and necessary drawings may be handed over to the agency phase-wise. No claim in this regards will be entertained.
- 17) 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.

- 18) 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 (Civil) 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 and S&P 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.
 - c) In case, additional items do not appear in the above P.W. Department schedule of rates, such items for the works shall be paid at the rates entered in the Public Works (Roads) Department, Govt of West Bengal schedule of rates along with all addenda and corrigenda for the working area enforce at the time of NIT.
 - d) 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/tax 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), & (c) 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 (Civil) or his representative of University of GourBanga, Malda.

- 19) Where there is 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 and S&P or Public Works (Roads) Department, Govt. of West Bengal schedule of rates respectively 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.
- 20) 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.
- 21) 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.
- 22) 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 (4th revision) and IS codes and the University Engineer (Civil), University of GourBanga (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 (Civil) 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 (Civil) without any extra cost. Besides this, the contractor will carry out tests from outside laboratory as per instruction of the University Engineer (Civil). The cost of all such tests would be borne by the contractor.

- 23) 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.
- 24) 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.
- 25) 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.
- 26) The whole work will have to be executed as per Departmental drawing (if any) available in this connection at the tender rate.
- 27) There shall be no provision for Arbitration under this contract, provision under clause 25 of WBF No.2911 (ii) is thus considered deleted. For any discrepancies, the decision taken by the Vice Chancellor, University of GourBanga, Malda is final and binding.

(Anirban Goon)
University Engineer (Civil)