UNIVERSITY OF KALYANI

Department of Works

NOTICE INVITING E-TENDER

NIT ID showing at http://wbtenders.gov.in: 2026_UOK_1048670_1

NIT No: WD/2026-27/3T-1/848 Dated: 05/11/2026

Separate tenders are invited by the Department of Works on behalf of University of Kalyani for the works mentioned in the list given below, through electronic tendering (e-tendering) from eligible and resourceful contractors having sufficient credential and financial capability for execution of works of similar nature.

Sl.no	Name of Work	Earnest money deposit through Online mode (Rs.)*	Earnest money deposit through Online mode (Rs.)*	Time allowed for completion of work	Non-Refundable Convenience Fee	Name of Work
01.	ESTIMATE FOR TOTAL OUTSIDE PAINTING OF CIRM BUILDING WITH NECESSARY REPAIRING WORKS UNDER K.U.	3,46,126.00	6,923.00	15 days	299/-	Bonafied resourceful contractors having experience of completion of **Civil Construction work** in last 5 Financial Years in a reputed organisation / Educational Institutions/Govt. offices for a single contract of value not less than 40% of the estimated amount put to tender.

ON LINE PAYMENT FOR CONVENIENCE FEE through BANK OF INDIA:

Bidder must deposit CONVENIENCE FEE through RTGS/NEFT as per the following details:

Name of the Beneficiary	UNIVERSITY OF KALYANI
Account Name	UNIVERSITY OF KALYANI GEN FUND-II
Bank Account Number	412110210000001
Name of the Bank	BANK OF INDIA
Name of Bank Branch	KALYANI UNIVERSITY BRANCH, KALYANI UNIVERSITY, KALYANI, NADIA PIN-741235,WEST BENGAL Phone : 033-2582 9480
EMAIL	kalyaniuniversity.Bardhaman@bankofindia.co.in
IFSC Code	BKID0004121
Mode of Electronic transfer available in the Bank	RTGS/NEFT

Such fee is compulsory and non-refundable. University reserves the right to monitor the deposit of the above amount to the said account before finalisation of the Technical Bid Evaluation.

ON LINE PAYMENT FOR EMD:

(a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:

i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he will select the Bank through which he wants to do the transaction.
ii. Bidder will make the payment after entering his Unique ID and password of the Bank to process the transaction.
iii. Bidder will receive a confirmation message regarding success/failure of the transaction.
iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government /PSU/Autonomous Body/Local Body/ PRIs, etc. maintained with the Focal Point Branch of ICICI at R N Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

(b) Payment through RTGS/NEFT: -

i. On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
ii. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account.
iii. Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
iv. If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU/ Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R N Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
v. Hereafter, the bidder will go to e-procurement portal for submission of his bed.
vi. But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

For MSME registered bidders, submission of EMD is not mandatory at the time of participation to the above tender. In this case, bidder must upload a scanned copy of the MSME Registration Document under "Forms" Folder.

Schedule of Dates for e-Tendering

Sl. no.	*Activity*	*Date & Time*
1.	*Publishing Date*	*05.10.2026*
2.	*Document Download start date*	*05.11.2026 at 17:00 Hrs.*
3.	*Bid submission start date*	*05.11.2026 at 17:00 Hrs.*
4.	*Bid submission end date*	*14.11.2026 up to 15.00 Hrs.*
5.	*Technical Bid opening date*	*16.11.2026 at 15.00 Hrs.*
6.	*Uploading of Technical Bid Evaluation sheet*	*To be notified later*
7.	*Financial Bid opening date*	*To be notified later*
8.	*Uploading of Financial Bid Evaluation sheet*	*To be notified later*

1. **General Guidance for e-tendering:**

In the event of e-tendering, intending bidder may download the tender documents from the website: http://wbtenders.gov.in directly with the help of Digital Signature Certificate(DSC) or from the University of Kalyani's website www.klyuniv.ac.in

2. **Registration of Contractors:**

Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. Safescrypt, nCode Solution, e-Mudhra, TCS, MTNL, IDRBT) DSC is given as a USB e-Token. After obtaining the Class II or III Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

3. **Eligibility for participation:**

Contractors, Registered Engineers Co-operative Societies, Consortiums and Partnership firms registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways and contractors working in University for execution of civil works are eligible to participate. Joint venture firms are not eligible to participate. The contractors should have valid IT, GST & Professional Tax Clearance Certificate.

4. **Collection of Tender Documents:**

Tenders are to be submitted online and intending tenderers are to download the tender documents from the website given in clause/point 1 above, directly with the help of the e-token provided. This is the only mode of collection of tender documents. Details of submission procedure are given below.

5. **Participation in one work:**

Any contractor can submit tenders for any works published in any particular NIT, depending on his credential and financial capability, details of which are given later.

6. **Submission of Tenders**

6.1 General process of submission

Tenders are to be submitted online through the website stated in Clause/point 1. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders at a time, one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents of originals in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. He needs to fill up the rates of percentage in the BOQ, downloaded for the work, in the designated cell and upload the same in designated location of Financial Bid. The documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should specially take note of all the addendum/corrigendum related to the tender till the bid submission ends. Tenderers should in general upload the latest documents as part of the tender, however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken note of such latest documents including addendum/corrigendum, if published till the bid submission ends.

6.2 Technical Proposal

The Technical Proposal should contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

A. Technical File (Statutory Cover) containing

i. Application for Tender - (**Vide Form-1**) (**to be submitted in "Forms" folder**)

ii. Average annual turnover from contracting business- Scanned copy of Summary statement of average annual turnover from contracting business for a period of last three years 2022-2023, 2023-24 & 2024-25 or during the period since formation of the Firm, if it was set up in less than such 3- year period. (**Vide Form-2**). (**to be submitted in "Forms" folder**)

iii. Declaration of not having common interest in the same serial- (**Vide Form-3**). (to **be submitted in "Forms" folder**)

iv. Declaration on Notice Inviting Tender (**Vide Form- 4**) – to **be submitted in "Forms" folder.**

v. Earnest Money Deposit (EMD): - On line submission of EMD is mandatory. It is the precondition through which bidder can take part in e-procurement procedure. Details guidelines of the same have been obtained from Finance Department G.O. No. 3975-F(Y) Dated 28th July, 2016.

vi. Audited Annual Accounts for last three years 2022-2023, 2023-24 & 2024-25 or during the period since formation of the Firm, if it was set up in less than such 3- year period. (to **be submitted in "Accounts" folder**)

vii. Similar nature of work credential issued in favor of the agency along with Completion Certificate (to **be submitted in "Credential" folder**)

B. My Document (Non-Statutory Cover) containing

Sl.No.	**Category**	**Sub-Category**	**Sub-Category Description**
1	Certificates	Certificates	PAN Card of the Bidder
			GST Registration Certificate
			Profession Tax Enrolment Certificate
2	Company Details	Company Details 1	Trade Licence
			Registration with Registrar of Companies
			Memorandum of Articles for Limited Companies.
3	Credential	Credential 1	Similar nature of work credential issued in favor of the agency.
		Credential 2	Completion Certificates for similar work
4	Financial Information	Payment Certificate 1	Income Tax Returns submitted for the Assessment year 2023-24
			Income Tax Returns submitted for the Assessment year 2024-25
			Income Tax Returns submitted for the Assessment year 2025-26
			GST Return for October-2025, November-2025 & December-2025

NOTE:

1. If the company was set up less than three years ago, audited balance sheet for the no. of years since inception may be submitted)
2. Addenda/Corrigenda: if published, Contractors are to keep track of all the Addendum/Corrigendum issued with a particular NIT till the bid submission ends and in general upload the downloaded copies of the above documents and merge the Addenda/Corrigenda with respective NIT in the NIT folder. , however, in case of failure in uploading such documents, it will be deemed that they (tenderers) have taken note of such latest documents including addendum/corrigendum, if published till the bid submission ends, overriding any other terms/conditions if mentioned anywhere else in the concerned NIT.
3. Bidder must submit their documents through the appropriate folders as stated above. Submission of document not through proper folder(s) may be considered as non-submission. If University fails to identify the document because of such wrong submission or due to submission of documents not readable visibly or for any technical issue like not opening the files etc., it would be deemed that the bidder did not submit that particular document(s).
4. Others: Any other documents found necessary

6.3 Financial Proposal

The financial proposal should contain the following document in one cover (folder).

1) Bill of Quantities (BOQ): The contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the contractor)

7. Eligibility Criteria

Financial proposal of any contractor will come under the purview of consideration only if both the criteria 8(a) & 8(b) mentioned below are fulfilled.

Bonafied resourceful contractors having experience of completion of Civil Construction work in last 5 Financial Years in a reputed organisation / Educational Institutions/Govt. offices for a single contract of value not less than 40% of the estimated amount put to tender.

Completion Certificate(s) submitted by the bidder should indicate the gross value of the 100% completed work only. Completion certificates should clearly contain the Name, Designation, Address and contact no of the Officer issuing the credential.

a. Average annual turnover from contracting business in 2022-2023, 2023-24 & 2024-25 should be at least 50% (70% in case of consortiums) of the amount put to tender of the works in which the contractor intends to participate.

b. The bidder or any of their constituent partners shall neither have abandoned any work nor have any of their contracts been rescinded during the last 5 years. Such abandonment or recession will be considered as disqualification towards eligibility.

c. Non-submission of relevant documents under online mode may attract rejection of tender.

d. Bidder having non-compliance of requisite terms and conditions as stipulated by the University of Kalyani in earlier repair/ replacement/ renovation and / or construction works or completion of earlier works of the said nature entrusted by the University of Kalyani with dissatisfaction of the University authority may be

considered by the University as disqualification for qualifying the proposed works for which the above tender has been made.

e. Tender issuing authority may relax stipulations contained in clauses above in exceptional cases, in the interest of culminating / maturing tender process at the first call, subject to satisfaction of that authority on the competency of the bidder(s) for which such relaxation has been made, upon recording reasons of such relaxation.

f. Further, contractors who were declared black listed and/or insolvent by any Govt. Concern/any Institutions in the Country substantially financed by the Government are not eligible to participate in the current tender

g. If the bidder withdraws his/her bid after expiry of the last date and time of the bid submission and if such withdrawal is seemed to be dissatisfactory to the University Authority, University may consider such activity of the bidder as technical disqualification for all tenders to be published by the University in future.

8. OTHER RELEVANT ISSUES

8.1 Completion Certificate

i. Completion Certificates for fully (100%) completed works during the current year and last five financial years will only be accepted. Certificates issued for partly completed works will not be considered.

ii. Completion Certificate of work executed in other Departments of State Government or organizations, like Public Works & Public Works (Roads) Department, Public Health Engineers Department, Irrigation & Waterways Department and various other State Government Departments, Zilla Parishads, Universities, West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO), West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata Metropolitan Development Authority (KMDA), Kolkata Metropolitan Water Sanitation Authority (KMW&SA), Kolkata Municipal Corporation (KMC), Hooghly River Bridge Commissioner (HRBC); Engineering Departments of Central Government and Organization, like Railways, CPWD; and companies owned or managed by the State Government, i.e. Mackintosh Burn Ltd., Westinghouse Saxby Farmer Limited & Britannia Engineering Ltd. may also be considered. Such Completion Certificates are to be issued by an officer not below the rank of Executive Engineer / Divisional Engineer / District Engineer / Project Manager of the other State / Central Government Departments / Organisations. Such certificates are further to be countersigned by immediate superior authority of the Issuing Authority for all cases other than direct State / Central Government Departments and Railways.

8.2 Penalty for suppression / distortion of facts

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform of the University of Kalyani for a maximum period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited to University. Besides, University of Kalyani may take appropriate legal action against such defaulting tenderer.

8.3 Taxes & duties to be borne by the Contractor

Income Tax, GST for Works Contract, Construction Workers' Welfare Cess and similar other statutory levy / cess will have to be borne by the contractor and the rate should be quoted accordingly after consideration of GST and CESS.

8.4 Site inspection before submission of tender

Before submitting any tender, the intending tenderers should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection of the site and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect including transportation of materials, communication facilities, climate conditions, nature of soil, availability of local labour and market rate prevailing in the locality etc. and no claim, whatsoever, will be entertained on these account afterwards. In this connection intending tenderers may contact the office of the University Engineer, concerned with the work between 11.30 hours to 16.30 hours on any working day prior to date of submission of tenders.

8.5 Conditional and incomplete tender

Conditional and incomplete tenders are liable to summary rejection.

9. Opening and Evaluation of Tender

9.1 Opening of Technical Proposal

1. Technical proposals will be opened by the University Engineer or his authorised representative electronically from the website stated in Clause 1, using their Digital Signature Certificate.
2. Intending tenderers may remain present if they so desire.
3. Cover (Folder) for Statutory Documents (vide Clause 6.2. A) Would be opened first and if found in order, Cover (Folder) for Non-Statutory Documents (vide Clause 6.2. B) Will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
4. Decrypted (transformed into readable formats) documents of the Non-Statutory Cover will be downloaded, and handed over to the Tender Evaluation Committee.

9.2 Tender Evaluation Committee (TEC)

Committees already constituted for uploading of tender, will continue to function as Tender Evaluation Committee (TEC), for evaluation of Technical Proposals of the tenderers, until further order.

9.3 Uploading of summary list of technically qualified tenderers (1st round)

1. Pursuant to scrutiny and decision of the Technical Evaluation Committee (TEC), the summary list of eligible tenderers and the serial number of work(s) for which their Financial Proposals be considered will be uploaded in the web portals.
2. While evaluation, the Committee may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

9.4 Provision for appeal and its disposal

1. Intending tenderer not satisfied with the decision of the Tender Evaluation Committee (TEC) may prefer an appeal to the Vice-Chancellor, University of Kalyani in writing (through facsimile / e-mail or speed post) with in two working days after the date of uploading of the summary list of the successful tenderers. Copy of such appeal should also be sent to the Tender Inviting Authority.

2. The Appellate Authority of the Kalyani University will dispose such appeals by hearing the aggrieved tenderers as well as consulting the Tender Evaluation

Committee and the tenderer will be communicated accordingly.

9.5 Final publication of summary list of technically qualified tenderers

In case, the Appellate Authority asks the Tender Inviting Authority to consider tender of any of the aggrieved tenderers, who may have preferred appeal, the process of uploading of qualified tenderers will be re-done, through issuing necessary corrigendum.

9.6 Opening and evaluation of Financial Proposal

1. Financial proposals of the tenderers declared technically eligible by the Tender Evaluation Committee will be opened electronically from the web portal stated in Clause/point 1 by the Tender inviting authority.
2. The encrypted copies will be decrypted and BOQ will be opened by the Tender Inviting Authority.
3. After evaluation of Financial Proposal, by the University Engineer (Inviting Authority) after having necessary comments from the Authority concerned with the work and test check to the comparative statement by the Office of the Development, Kalyani University, he will upload the final summary result containing inter- alia, name of contractors and the rates quoted by them against each item provided he is satisfied that the rate obtained is fair and reasonable and there is no scope of further lowering down of rate.
4. However, if there is any scope for lowering down of rates in the opinion of the Technical Evaluation Committee(TEC) or for any other reason for which bids submitted by the tenderers contain lack of uniformity resulting difficulties/inability of the Tender Evaluation Committee to prepare Comparative Statement of rates quoted by bidders , TEC may choose to declare the former publication as semi-final and notify all the tenderers through the website to attend sealed bids to be followed by open bids to be held at his office at prescribed date and time, which will be done offline, i.e. manually, as per present procedure.
5. After holding such bids, final summary result would have to be uploaded in the web portal, through corrigendum.
6. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

9.7. Procedures to be followed when the number of technically qualified bidder(s) participate in any tender is less than three

The University will follow the rules & Procedures as referred in G.O. No. 9754-F(Y) dated 03.12.2012 issued by the Finance Department, Government of West Bengal in this respect.

10. Bid Validity

The Bid will be valid for **120 days** from the date of opening of the financial bid.

11. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons and also reserves the right to distribute the work amongst more than one tenderer.

11.1 Execution of Formal tender after acceptance of tender

The tenderer, whose tender is approved for acceptance, shall within **7 (Seven)** days of the receipt of Letter of Acceptance (LOA) to him, will have to execute 'Formal Agreement' with the Tender accepting authority of Tender agreement which may be purchased on cash payment from the office of the Kalyani University concerned with the work.

12. Additional Terms and Condition

1. The tender will be on the basis of the Schedule of Rates and the contractors are to quote

rate in terms of percentage higher or lower or at par which will apply to all the rates in the Tender Schedule irrespective of whether quantities are entered in the schedule or not i.e. all the items and rates as shown in the schedule with the tendered percentage increase or decrease will be applicable to this tender. In analysing the rates for supplementary items, if any, as found necessary, which are not covered by this Schedule of item and rates, the principles as laid down in clause 12 of the tender form in W.B.F. 2911(ii)(Modified) in which the contract will be executed, shall be followed.

2. The acceptance of the tender including the right to distribute the work between two or amongst more than two tenderers will rest with the competent authority without assigning reason thereof. The accepting authority reserves right to reject any or all tenders without assigning any reason thereof.
3. The Tenderer shall have to comply with the provisions of (a) Contract labour (Regulation & abolition) Rules, 1970 (b) Minimum Wages Act 1948 or the modification thereof or any other laws relating thereto as will be in force from time to time.
4. Department shall not entertain any claim whatsoever from the contractor for payment of compensation on account of idle labour on any ground including non-possession of land.
5. No Price preference will be applicable to W.B. Govt. undertaking.

6. The University shall not be held liable for any compensation due to machines becoming idle for any circumstances including untimely rains, other natural calamities, strike etc.
7. Imposition of any duty / tax rules etc whatsoever of its nature (after work order / Commencement and completion of the work) is to be borne by the tenderer. Original challans of those materials, which are procured by the tenderer, may be asked to be submitted for verification.
8. CESS @ 1% of the cost of construction works shall be deducted from the Gross value of the Bill in Terms of Finance Department Order No. 853-F dated 01.02.2006. Also it is instructed to register his Establishment under the Act, under the competent registering Authority, i.e. Assistant Labour Commissioner / Dy. Labour Commissioner of the region concern.
9. No mobilization / secured advance bill be allowed.

10. Royalty of sand, stone chips, stone metal gravel, boulders, forest product etc, Toll Tax, Income Tax, Ferry Charges and other Local Taxes if any are to be paid by the contractor. No extra payment will be made for these. The rates of supply and finished work items are inclusive of these. Statutory deduction for GST and other Government taxes in the hands of the payee will be made as per the law in force.

11. All working tools and plants, scaffolding, construction of vats & platforms will have to be arranged by the contractor at his own cost.

12. The contractor shall supply mazdoors, bamboos, ropes, pegs, flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.
13. The contractor should see the site of works and tender documents, drawings etc. before submitting tender and satisfy himself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements and security etc.
14. The work will have to be completed within the time mentioned in the tender notice. A suitable work program is to be submitted by the contractor within 7(seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing the name of his authorized representative at site within 7 (seven) days from the date of receipt of work order who will receive instruction of the work, sign measurement book, bills and other Govt. papers etc.

15. The contractor will have to apply as per clause 5 of W.B.F. No. 2911(ii) for extension of time, if the work is not commenced or stopped or delayed due to non-receipt of

departmental materials or land or due to injunction or public interference etc. No compensation for idle labour, establishment charge or on other reasons such as variation of price index etc. will be entertained.

16. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per P.W.D. practice will have to be made by the contractor at his own costs while operating a public thoroughfare.

17. The contractor will have to maintain qualified technical employees and/or Apprentices at site as per requirement to be stated at the time of issuance of Work Order.

18. Contract may be awarded to more than one Agency if University deems fit.

19. If any extra work is required to be done, payment will be made against such extra works as per PWD schedule and the percentage quoted by the agency for the tendered schedule will be applicable on such PWD schedule.

20. Security deposit @ 10% will be deducted from the bill value of the selected agency and this amount will be refunded to the agency without any interest after two years from the date of hand over of the entire work with satisfaction to the University. University may seek Performance Bank Guarantee(PBG) for 10% of the Value of Work put to the tender in case of scenario arises as mentioned in the Memorandum bearing number 4608-F(Y) dated 18th July, 2018 issued by the Finance Department, Government of West Bengal.

21. University may split the entire works into several phases for funds constraint or for other valid reasons and award the works contract phase wise to the selected contractor(s).

22. **Approval of Sample**:
Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the University Engineer and checking the quality of such materials shall have to be done by the concerned Department or as directed by University Engineer prior to utilization in the work.

23. **Drawings**: All works shall be carried out in conformity with the drawings supplied by this University. The Contractor shall have to carry out all the works according to the submitted General Arrangement Drawing and Detail Working Drawings to be supplied by the University from time to time.

24. **Unserviceable Materials**:
The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall have dressed up and clear the work site after completion of work as per direction of the University Engineer.

25. **Contractor's risk for loss or damage**: 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 University.

26. **Idle labour & additional cost**:
Whatever may be the reason no claim on idle labour, enhancement of labour rate additional establishment cost, cost of Toll and hire and labour charges of tools and plants, railway freight, electricity at site/camp office etc. would be entertained under any circumstances.

27. **Issue of Departmental Tools and Plants**:
All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost; all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

28. **Testing of qualities of materials & workmanship**:
All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per specification of relevant IS codes and the University Engineer 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 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, he will carry out tests from outside Laboratory as per instruction of The University Engineer. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

29. **Timely completion of work**:
All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of commencement as mentioned in work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

30. **Rejection of materials**:
All materials brought to the site must be approved by the University Engineer Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the University Engineer shall have the authority to cause such removal at the cost and `expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

31. **Tender Rate**:
The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender condition. No conditional rate will be allowed in any case.

32. **The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the other to commence work is given to the contractor.** The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract, on the part of the contractor) and the contractor shall pay as compensation an amount equal to **one percent or such amount as the Vice-Chancellor (whose decision in writing shall be final) may decide**, on the amount of the tendered amount of the whole work as shown in the tender for **everyday** that the work remains uncommented, or unfinished after the proper date. The contractor shall commence execution of such part of the work as may be notified to him within seven days or as specified from time to time from the date of the order for commencement for work and diligently continue such work and further, to ensure good progress during the execution of the work, he shall be bound in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one-fourth of the whole time allowed under the contract has elapsed; one half of the work, before one-half of such time has elapsed, and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with any of the conditions herein he

shall be liable to pay as compensation an amount equal to one percent or such amount as the Vice-Chancellor, (whose decision in writing shall be final) may decide on the said tendered cost of the whole work for everyday that the due quantity of work remains incomplete; **PROVIDED ALWAYS that the entire amount of compensation to be paid under the provisions of this clause shall not exceed ten percent of the tendered amount of the work as shown in the tender.** However, University reserves the right to specify the time schedule phase wise for the whole works and compensation may be determined accordingly at the time of awarding works contract to the selected contractor for any delay in completion of work under every phase.

33. In any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments) the University Engineer, on behalf of the Vice-Chancellor shall have power to adopt any of the following courses, as he may deem best suited to the interests of University –

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the University Engineer shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of University.

(b) To employ labour paid by the University Works Department and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price a certificate of the University Engineer shall be final and conclusive against the contractor) and crediting him with the value of work done, in all respects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract; the certificate of the Engineer being endorsed by the University Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted out of his hands, and to give it to another contractor to complete, in which case any expenses which Compensation for delay Action when whole of security deposit is forfeited may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Divisional Officer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by University under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of the above courses being adopted by the University Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on accounts, or with a view to the execution of the works or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the University Engineer will have certified in writing the performance of such work and the value

payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34. In any case in which any of the powers, conferred upon the University Engineer by clause 3 hereof, shall have become exercisable and the same shall not be exercised, the non exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the University Engineer putting in force either of the powers (a) or (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plant, materials and stores, in or upon the work, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Engineer and endorsed by the University Engineer whose certificate thereof shall be final, otherwise the University Engineer may by notice in writing to contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice); and in the event of the contractor failing to comply with any such requisition, the University Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Engineer and endorsed by the University Engineer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

35. If the contractor shall desire an extension of the time for completion of the works on the grounds of his having been unavoidably hindered in its execution, the contractor shall give an immediate report of such hindrance to the University Engineer in writing and if he shall desire an extension of time for completion of the work on the ground thereof he shall apply in writing to the University Engineer within 7 days of the date of cessation of such hindrance on account of which he desires such extension as aforesaid and the University Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion, be necessary or proper.

36. On completion of the work, the contractor shall be furnished with a certificate by the Engineer of such completion, but no such certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and cleaned off the dirt from all wood-work, doors, windows, walls, floors, or other parts of any building, in, upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid ; and the contractor shall forthwith pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or

surplus materials as aforesaid except for any sum actually realized by the sale thereof.

37. No payment shall be made for works estimated to cost less than rupees one Crore, till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than rupees one Crore, the contractor shall on submitting the bill there for be entitled to receive part payment proportionate to the part thereof then approved and passed by the University Engineer, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and competed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilful work to be removed and taken away and reconstructed, or re-erected, or be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer under these conditions or any of them as to the final settlement and adjustment of the accounts of otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work; otherwise the Engineer's certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties. However, University has discretion to allow part payment for a contract involving estimated value not more than Rupees One Crore under special circumstances with the approval of the Vice-Chancellor.

38. A bill shall be submitted by the contractor on or before the date fixed by the University Engineer for all work executed and the Engineer shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid the Engineer may depute a subordinate to measure up the said work in the presence of the contractor, whose counter-signature to the measurement list will be sufficient warrant, and the Engineer may prepare a bill from such list which shall be binding on the contractor in all respects. All the bills, after proper certifications, shall be submitted to the Vice-Chancellor for approval, through the University Engineer.

39. The contractor shall submit all bills on the printed forms to be had on application at the office of the University Engineer, and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of those conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

39.01. Payment due to the contractor may, if so desired by him, be made to his Bank instead of direct to him, provided that the contractor furnishes to the Engineer.

39.02. An authorization in the form of a legally valid document, e.g., irrevocable Power-of-attorney conferring authority on the Bank to receive payment and his own acceptance of the correctness of the account made out as being due him by University or his signature on the bill or other claim preferred against University,

before settlement by the Engineer of the account or claim by payment to the Bank.

39.03. While the receipt given by such Bank shall constitute a full and sufficient discharge for the payment, the contractor should, wherever possible, present his bills duly receipted and discharged through his Bankers.

39.04. In the case of bills, which the contractor presents for payment direct and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquaintance so far as University is concerned. As part of the arrangement, the financing Bank should give University a letter to this effect.

39.05. The procedure will not affect the usual rights of University to deduct from contractor's bills (whether endorsed in favour of a Bank or not) any sum due to University on account of penalties, over-payments, etc. on this or any other contract with the Vice-Chancellor of University.

39.06. Nothing herein contained shall operate to create in favour of the Bank any rights or equities vis-a-vis the Vice-Chancellor.

40. If the specification or estimate of the work, provides for the use of any special description of materials to be supplied from the University Engineer's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer (such materials and stores, and prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in any way to control the meaning of effect of this contract specified in the schedule or memorandum hereto annexed), the contractor shall be supplied with such materials and stores as required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise, or against or from the security deposit or the proceeds of sale thereof; if the same is held in University securities, the same or a sufficient portion thereof being in this case sold for the purpose. All material supplied to the contractor shall remain the absolute property of University and shall not on any account be removed from the site of the work, and shall at all times be open to inspection by the Engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer's store if by a notice in writing under his hand he shall so require; but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

41. The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawing, and instructions in writing relating to the work signed by the Engineer and lodged in his office, and to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specifications, and of all such designs, drawings and instructions as aforesaid.

42. Engineer shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the Engineer and such alteration, omission, additions or substitutions shall not invalidate the contract but shall be deemed to have formed as work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the matter above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and the same rates, if any, may be specified in the tender for the main work. The time for the completion of the work shall be extended in proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of rates brought out by the PWD of the district, which was in force at the time of the acceptance of the contract minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender, and if the altered, additional or substituted work is not entered in the said schedule of rates payment thereof shall be made by the Engineer by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the current Schedule of rates or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer under (a) above, the stipulated percentage above or below Schedule of rates as provided in the contract shall also apply and in case of rates worked out on analysis under (b) above payment shall be made at the rates so determined without application or the said stipulated percentage. In the event to any dispute regarding rates determined on analysis for any altered, additional or substituted work under this clause, the decision of the Vice-Chancellor shall be final and binding.

43. If at any time after the commencement of work the Vice-Chancellor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

44. If it shall appear to the Engineer or his subordinate in charge of the work, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer specifying the work, materials or articles complained of notwithstanding that the same have been inadvertently passed, certified and paid for, forthwith rectify, or remove and reconstruct the work so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer in his demand aforesaid, then contractor shall be liable to pay compensation at the rate of one per cent, on the amount of the estimate for everyday not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the

Engineer may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case they may be at the risk and expense in all respects of the contractor.

45. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

46. The contractor shall give not less than five days' notice in writing to the Engineer or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured, and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer or his subordinate in charge of the works and if any work shall be covered up or placed beyond the of reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

If the contractor or his workman or servants or authorized representative shall break, deface, injure or destroy any part of a building, in which they may be working or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, tree grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfections become apparent in it at any time whether during its execution or within a period of three years after issuance of a certificate of its completion by the Engineer, the contractor shall make the same good at his own expense, or in default, the Engineer may cause the same to be made good by other workmen and deducted the expense (of which the certificate of the Engineer shall be final) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to contractor by the University or from his security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer (Which opinion shall be final and conclusive against the contractor) of making such damage or imperfections good shall exceed the amount of such security deposit and /or such sums, it shall be lawful for the University to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force. The security deposit of the contractor shall not be refunded before the expiry of three years after the issuance of the certificate, final or otherwise, of completion of work by the Engineer provided that the work shall not be deemed to have completed unless the "Final Bill" in respect thereof shall have been passed and certified for payment by the Engineer. Provided further that the Engineer shall pass the "Final Bill" and certify thereon, within a period of forty-five days with effect from the date of submission thereof by the contractor, the amount payable to the contractor under this contract and shall also issue a separate certificate of completion of work to the contractor within the said period of forty-five days. The certificate of Engineer whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the Contractor. However, the security deposit of the contractor held with the University under the provisions of Clause 1 hereof shall be refundable to the contractor in the manner provided hereunder: -

Security deposit shall be refunded to the Contractor on expiry of two years after the issuance of certificate of completion of work;

Explanation:

The word 'work' means and includes road work, bridge work, building work, sanitary and plumbing work, electrical work and/ or any other work contemplated within the scope and ambit of this contract. The work may be of original or special repair in nature or a combination thereof, or of original or special repair in nature in combination with the work (s) or repair and /or maintenance in nature; provided that in respect of the work of repair or maintenance in nature or a combination thereof, the words three years wherever appearing in this clause shall be deemed to be one year and in which case the security deposit of the contractor held with the University under the provision of Clause 1 hereof shall be refundable to the contractor or expiry of one year after the issuance of certificate of completion of work by the Engineer.

47. The contractor shall supply at his own cost materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer's stores), plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary work requisite or proper for the execution of the work whether original altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may necessary for the purpose of satisfying or complying with the requirements of the Engineer (as to any matter as to which under these conditions he is entitled to be satisfied, or which) he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing the same may be provided by the Engineer at the expense of the contractor and the expenses may be deducted from any money due to the contractor under the contract, or from his security deposit or the proceeds of sale thereof or of sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident, and shall be bound to bear the expenses of defence of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing neglect of the above precautions and to pay any damage and costs which may be awarded in any such suit, action or Proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

48. The contractor shall be responsible for and shall take proper care and caution in respect of all rollers, machinery, tools and implements as may be made over by the University to the contractor for use in the execution of the works under this contract and shall be liable for any loss of and damages caused to the said rollers, machinery, tools and implements by any reason whatsoever during the period the same are in the possession of the contractor and shall on demand pay to the University such amount as may be fixed by the University for such loss and damages, the decision of the University in the respect being final. Should the contractor fail or neglect to pay such amount on demand, the University shall have the right and be entitled, in addition to the other rights and remedies available to it, to deduct such amount from the amount of security deposited by the contractor and/or any amount remaining payable to the contractor under this contract for any work done by the contractor.

49. In every case in which by virtue of the provisions of Section 12, Sub-section (1) of the Workmen's Compensation Act, 1923, University is obliged to pay compensation to a workman employed by the contractor, in execution of the works, University will recover from the contractor the amount of the compensation so paid, and, without prejudice to the rights of University under Section 12, Subsection (2) of the said Act, University shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the University to the contractor

whether under this contract or otherwise. University shall not bound to contest any claim made against it under Section 12, Sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to University full security for all costs for which University might become liable in consequence of contesting such claim.

50. No female labour shall be employed within the limit of a cantonment. No labour below the age of twelve years shall be employed on the work.

50.01. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the C.P.W.D. contractor's Labour Regulations in so far as such Regulations have application within the State of West Bengal or as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971, wherever applicable.

50.02. The contractor shall not be withstanding the provisions of any contract to the contrary, cause to be paid fair wages to labour indirectly engaged on the work, including any engaged by his sub- contractors in connection with the said work as if the labour had been immediately employed by him.

50.03. In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of his agreement the contractor shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations as mentioned in Sub-Para (a) above made from time to time in regard to payment of wages, wage period, deduction from wages, recovery of wages not paid and deduction, unauthorized made, maintenance of wages books or wages slips, publication of scale of wages and other terms of employment, inspection and submission or periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation & Abolition) Rules, 1971 wherever applicable.

50.04. The University Engineer shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deduction made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.

50.05. The contractor shall comply with the provisions of Payment of Wages Act, 1936, Minimum wages Act, 1948, Employees Liability Act, 1938, Industrial Dispute Act, 1947, Maternity Benefits Act, 1961 and the contract Labour (Regulations & Abolition) Act, 1970 or the modification thereof or any other laws relating thereto and the Rules made there-under from time to time.

50.06. The contract shall indemnify University against payment to be made and for observance of the laws aforesaid and the C.P.W.D. contractor's Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.

50.07. The Regulations aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be a breach of this contract.

51. No work shall be done on Sundays without the sanction in writing of the Engineer.

52. The contract shall not be assigned or sublet without specific orders from University in

respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any in insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of University in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of University and the same consequences shall ensure as if the contract had been rescinded under the clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

53. All sums payable be way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of University without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

54. In the case of a tender by partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer for his information.

55. All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Vice-Chancellor of University of Kalyani for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

56. The contractor shall obtain from the stores of the Engineer all stores and articles of European or American manufacture which may be required for the work, or any part thereof or in making up articles required thereof or in connection therewith unless he has obtained permission in writing from the Engineer to obtain such stores and articles elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer will be debited to the contractor in his account at the rates shown in the schedule attached to the contract, and if they are not entered in the schedule, they will be debited at cost price which for the purpose of this contract shall include the cost of carriage, incidental charges and storage charges, the last being recoverable in addition and all other expenses whatsoever, which shall have been incurred in obtaining delivery of the same at the stores aforesaid.

57. When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items or if the part of the work in question is not in the opinion of the Engineer capable of measurement, the Engineer may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

58. In the case of any class of work for which there is no such specification, such work shall be carried out in accordance with the district specification and in the event of there being no district specification, then in such case the work shall be carried out in all respects in accordance with the instruction and requirements of the Engineer.

59. The expression “works” or “work” where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction be

constructed and taken to mean the works by virtue of the contract contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

60. The contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/They shall also at his/their own cost make arrangements for the laying of pipe lines for water-supply to his/their labour camp form the existing mains wherever available, and shall pay all fees, charges and expenses in connection, therewith and incidental thereto.

61. ***INTERPRETATION CLAUSE: -***

- The 'Vice-Chancellor' means the Vice-Chancellor of University of Kalyani and his successors.
- The word 'University' means the University of the Kalyani incorporated by West Bengal Government act.
- The University Engineer or Engineer means the University Engineer holding the charge of the Works Department, University of Kalyani.

62. Cement found surplus after the completion of a work should be returned to the Sub-Divisional Officer, the value of the cement returned to the Department will be credited to the contractor. If any contractor is found to have used the surplus cement for his own purpose or otherwise deposed of it without the written consent of the University Engineer or other Officer (if nominated for the purpose by the University Engineer, he may be held guilty of theft. In this connection the provision of clause 10 may be referred to where it is clearly stated that all materials issued to the contractors shall remain the property of University.

63. The contractor shall have to make his own arrangements for water both for the work and use by his coolly, etc. for steam road rollers and for all tools and plant, etc. required on the work.

64. Contractors will be responsible for the payments of all water charges payable to the Corporation of Calcutta or any other water works authority including a University department concerned.

65. If the contractor shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Divisional Officer to consider it and the contractor will be responsible for the consequences arising out of his negligence in this respect.

66. The contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.

67. Contractors in the course of their work should understand that all materials (e.g. store and other materials) obtained in the work of dismantling, excavation, etc., will be considered University property and will be disposed of to the advantage of University.

68. The minimum period for which a road roller is required to be used by a contractor shall be determined by the University Engineer on the basis of the quantity of metal that can be consolidated by a roller per day and the University Engineer's decision shall be final. if the roller be required to work for a longer period due to bad arrangement of the contractor, shortage of water, etc., additional hire charges shall be levied at the rates specified below under 'A, Hire Charges' for the additional period

the roller works.

69. No Compensation for any damage done by rain or traffic during the execution of the work will be made.

70. Whenever a work is carried out in a municipal area, electric lights or electric danger signals wherever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the contractor will bear all the expenses.

71. The contractor should quote through rate inclusive of cost of materials and carriage to place of working.

72. The contractors should give complete specifications showing the method of execution and the quantity and quality of material they intend to use per hundred sq.ft. area.

73. In cases where water is used by the contractor he will be required to deposit in advance with the University Engineer the charges for water which are to be calculated in accordance with the schedule of miscellaneous rates in the Canal Act.

74. It must be clearly understood by the contractor that no claim on account of enhanced rates on those already accepted, due to war fluctuations will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, if such additional work shall consist of items which have already been quoted for, or, items Not quoted for but appearing in District Schedule.

75. In the event of emergency the contractor will be required to pay his labour every day and if this is not done, University shall make the requisite payment as would have been paid by the contractor and recover the cost from the contractors.

Inconvenience of the public.

76. The contractor(s) shall not deposited material on any item which will seriously inconvenience the public. The Engineer may require the contract(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

77. The contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer. All surplus materials, rubbish, etc. will be removed to the places fixed by the Engineer and nothing extra will be paid.

78. The contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer may get the site or premises cleared of debris, etc., and recover the cost from the bill of the contractor if the latter shows slackness in observing this clause.

79. Materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer.

ADDITIONAL CLAUSES

80. In case where the responsibility of despatch of stores rests with the suppliers but the freight is payable by the purchaser, the supplier should despatch the stores by the most economical method using the full wagon whenever it is possible and economical to do so, failing which the supplier will render himself liable for the whole or part of any avoidable expenditure caused by such default. The supplier should get in touch with the

Purchase Officer concerned and in cases of despatch of stores which are the property of the Defence Department at the time of despatch. The supplier may obtain the advice of the 'Movement Control Section' Staff Officers or the Controller of Supplies of the stations concerned.

81. The contractor will have to make his own arrangements for the carriage of materials.

82. "For all items of contract works requiring unskilled labour the contractors shall be bound to employ unskilled local labour. The expression "local" shall mean and deem to mean the Anchal, the Block, the Thana or the District of the State of West Bengal where the work will be executed. In cases of non-availability of such unskilled local labour and of other difficulties experienced by the contractor in recruiting such local labour, the contractor may, with the prior permission in writing of the Engineer of the work, recruit and employ unskilled labour from neighbouring areas of that District. In case the work is in the border area of two districts and there is dearth of adequate number of labour from the district where the work will be executed, labour may be recruited by the contractor from contiguous areas of the other contiguous district. In case local labour will not be available even from the districts as mentioned and when the exigency or progress of work so demands, the contractor may, with the prior permission in writing of the said Engineer engage labour from the other districts of the State of West Bengal and in case the same be not available then the contractor may, with the prior permission of the said Engineer, employ imported labour of other states.
In case where the contractor fails to secure unskilled local labour or to engage imported labour, the contractor shall employ labour locally recruited by University or labour imported by University at the rate to be decided by the Vice-Chancellor of the works concerned whose decision as to the circumstances in which employment of such labour is of mutual advantage to University and the contractor, will be final and binding on the parties.

83. University may allow for **submission of RA Bills** to the contractors depending upon the volume of work and the portion of completion of work as follows:

Value of Works	Number of RA Bills to be allowed	Percentage of work completion for RA Bill			Remarks
		1st RA	2nd RA	3rd RA	
Up to Rs. 30 Lakhs	No RA Bill will be allowed	Not Applicable			**1.** University may relax the rules for RA Bill submission in case of urgent need of the contractor depending upon the situation on case to case basis. **2.** No certificate will be issued for partial work completion and its payment. **3.** Partial Payment Certificate/Statement will not be considered by the University as Credential in its tender evaluation process.
Amount exceeding Rs.30 Lakh to Amount not exceeding Rs.50 Lakh	Only One (1 no.) RA Bill is to be allowed for submission	After completion of 60% Works	Not Applicable	Not Applicable	
Amount exceeding Rs.50 Lakh to Amount not exceeding Rs.70 Lakh	Only Two (2 nos.) RA Bill is to be allowed for submission	After completion of 40% Works	After completion of 60% Works	Not Applicable	
Amount exceeding Rs.70 Lakh	Only Three (3 nos.) RA Bill is to be allowed for submission	After completion of 30% Works	After completion of 50% Works	After completion of 75% Works	

84. **Refund of EMD of all unsuccessful bidder(s): -**

Details guidelines of the same have been obtained from **Finance Department G.O. No. 3975- F(Y) Dated 28th July, 2016.**

Refund / Settlement Process: -

i) After opening of the bids and technical evaluation of the same by the tender inviting authority through electronic processing in the e-procurement portal of the State Government, the tender inviting authority will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the procurement portal through web services.

ii) On receipt of the information from the e-procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank account from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of bid is uploaded to the e-procurement portal by the tender inviting authority.

iii) Once the financial bid evaluation is electronically processed in the e-procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank account from which they made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on rejection of financial bid is uploaded to the e-procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.

iv) If the bidder accepts the LOI and the same is processed electronically in the e-procurement portal EMD of the L2 bidder will be refunded through an automated process, to his bank account from which he made the payment transaction. Such refund will take place within T+2 Bank Working Days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-procurement portal by the tender inviting authority.

v) As soon as the L1 bidder is awarded the contract (AOC) and the same is processed electronically in the e-procurement portal EMD of the L1 bidder for tenders of the State PSUs/ Autonomous Bodies/Local Bodies/ PRIs etc. will automatically get transferred from the polling account to their respective linked bank account along with the bank particulars of the L1 bidders.

vi) Once the EMD of the L1 bidder is transferred in the manner mentioned above, Tender fees, if any, deposited by the bidders will be transferred electronically from the polling account to the respective linked bank accounts for State PSU/Autonomous Body/ Local Body/ PRIs, etc. tenders.

vii) All refunds will be made mandatorily to the Bank A/c from which the payment of EMD & Tender Fees (if any) were initiated.

viii) Under no circumstances, University of Kalyani is accountable for refund of EMD of the unsuccessful bidders (both technically and commercially) because their EMD are not credited to the University Account. For any sorts of query, such unsuccessful bidders may contact ICICI Bank Help Line Number: 033-4026-7512/7513.

ix) University may forfeit the above sum in the event of the following circumstances:

1. Agency withdraws the bid before expiry of its validity.
2. Successful bidder fails to provide services within the scheduled time as specified in the Order.
3. In case of any false submission / statement by the bidder. In case of any refusal to abide by terms and conditions or refusal to enter into a written agreement as per prefixed terms and conditions.
4. In case of any complain regarding rendering of service by the agency.
5. In case of any loss of property that was not been traced out by the agency, neither compensated for the same.
6. For other reasons that may be decided by the University from time to time specially where monetary loss of the University is involved due to the reason for which the agency is accountable.

x) Since the EMD money deposited by the bidder at the time of e-tender submission lies in the ICICI Pool Account, the University of Kalyani does not have any reach to that account until the e-tender is being finalised/settled properly. University of Kalyani, therefore, seeks response from the bidder whose EMD has not been refunded to their respective account after becoming unsuccessful. Bidders are requested kindly to send e-mail with all relevant documents at: **aao@klyuniv.ac.in** where their EMD has not been refunded after 10(Ten) months from the last date of tender submission.

85. In case of any dispute, the University's decision will be treated as the final and conclusive. All legal actions are subject to Kolkata jurisdiction only.

86. In case of Tie Bid arising after opening of price bid, University will follow the guideline as mentioned in the G.O. No. 2320-F(Y) dated 7/6/2022 issued by the Finance Department, Government of West Bengal.

87. Bidder must quote for the brands as recommended by the University while putting their rates in the BOQ.

88. University may seek documents from the bidder in addition to the scanned documents sent by them at the time of uploading technical bid for verification and evaluation of tender.

89. University of Kalyani reserves the right to relax any clause as stated hereinabove for selection of suitable vender.

Sd/-
University Engineer
University of Kalyani

FORM-1

APPLICATION FOR TENDER

(To be typed in company letter pad, scanned and uploaded)

To
The
University Engineer,
Works Department,
University of Kalyani,
Kalyani - 741235,
Nadia, West Bengal

NIT No: -.....

Dear Sir,

Having examined the Statutory, Non statutory & NIT documents, I/we hereby like to state that I/we wilfully accept all your conditions and offer to execute the works as per NIT no and Serial no stated above. We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, bill of quantities and addenda.

Dated this _____ day of _____ 202___

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____
(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

FORM-2

Information furnishing the details of Convenience Fee:

Amount of Fees (Rupees)	
Deposit Challan Number/UTR No.	
Payment Bank Name	
Payment Bank Branch Name	
Date of Deposit	
Weather you upload Payment Acknowledgement Document	Yes / No
Tender No:	**WD/2025-26/3T-1/848 dated 05/11/2026**:

Signature of the bidder with seal

FORM - 3

Declaration against Common Interest

(To be typed in company letter pad, scanned and uploaded)

I/We, Sri/Smt. _____, the authorized signatory on behalf of…… Do hereby affirm that I/We/any of the member of ..... bidding against NIT No. ..... do not have any common interest either as a partner on any partnership firm / consortium as a Proprietor / Owner of any other firm in the same serial for the work I / We want to participate.

Signature of bidder with seal

_____

Date:

Place:

FORM – 4

DECLARATION ON NIT

(To be typed in company letter pad, scanned and uploaded)

I, the undersigned, do hereby declare that in respect of Tender Ref. No. **WD/2025-26/3T-1/848 dated 05/11/2026**:

- On behalf of my organization, I will comply all the formalities that are required to be complied as per NIT and I will observe all clauses of the NIT (including Terms & conditions).

- In case of any non-observance of any clause(s) of NIT, my organization will be bound to follow the decisions taken by the University of Kalyani for taking decision related with the tender for which the said NIT was uploaded.

_____

Full signature of the Person
(Designation with Seal)

Date:

Place:

Validate Print Help

Percentage BoQ

Tender Inviting Authority: University Engineer, University of Kalyani

Name of Work: Estimate for total outside painting of CIRM Building with necessary repairng works Under K.U.

Contract No: WD/2026-27/3T-1/848

Bidder Name :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	**Item Description**	**Quantity**	**Units**	**Estimated Rate**	**TOTAL AMOUNT Without Taxes**	**TOTAL AMOUNT In Words**
1	2	4	5	6	53	55
1	**Estimate for total outside painting of CIRM Building with necessary repairng works Under K.U.**					
2	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	74.52	Sqm	54.65	**4072.52**	INR Four Thousand &Seventy Two and Paise Fifty Two Only
3	Dismantling doors, windows and clerestory windows (steel or wood) shutter including chowkhats, architrave, holdfasts etc. complete and stacking within 50 metres lead Of area 3 sq. metres and below	2	Each	367.2	**734.40**	INR Seven Hundred & Thirty Four and Paise Forty Only
4	Cement Plaster (In Fine Sand) 15 mm cement plaster on the rough side of single or half brick wall of mix : 1:6 (1 cement: 6 fine sand)	74.52	Sq.M	383	**28541.16**	INR Twenty Eight Thousand Five Hundred & Forty One and Paise Sixteen Only
5	Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.	74.52	Sqm	156.05	**11628.85**	INR Eleven Thousand Six Hundred & Twenty Eight and Paise Eighty Five Only
6	Removing dry or oil bound distemper, water proofing cement paint and the like by scrapping, sand papering and preparing the surface smooth including necessary repairs to scratches etc. complete.	1415.93	Sq.M	25.15	**35610.64**	INR Thirty Five Thousand Six Hundred & Ten and Paise Sixty Four Only
7	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coats applied @ 1.43 ltr/10 sqm over and including priming coat of exterior primer applied @ 0.90 litre/10 sqm)	1443.11	Sq-m	171.1	**246916.12**	INR Two Lakh Forty Six Thousand Nine Hundred & Sixteen and Paise Twelve Only
8	Providing, mixing and applying bonding coat of approved adhesive on chipped portion of RCC as per specifications and direction of EIC complete in all respect. SRB polymer (@10% of cement weight) modified cementitious bond coat @ 2.2 Kg / Sq-mtr of surface area mixed with specified proportion of modified polymer	74.52	Sq-mtr	141.2	**10522.22**	INR Ten Thousand Five Hundred & Twenty Two and Paise Twenty Two Only
9	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade One or more coats on old work	78.8	Sq-m	102.8	**8100.64**	INR Eight Thousand One Hundred and Paise Sixty Four Only
Total in Figures					**346126.55**	INR Three Lakh Forty Six Thousand One Hundred & Twenty Six and Paise Fifty Five Only
Quoted Rate in Figures			**Select**		**0.00**	INR Zero Only
Quoted Rate in Words					**INR Zero Only**	