

General Terms & Conditions of the e-NIT

E-Tender Reference No: JU/e-Tender/E/17/2nd Call/25-26

Date: 27/05/2026

Estimate No.: E-17/2025-26

Tender ID: 2026_JU_1025569_1

Name of the work: Electrical Installation work at the Seminar Room and Machine Room in the Ground floor of the Production Engineering Department, Jadavpur University Main Campus.

Only the experience & enlisted/working original contractor of PWD, CPWD, MES, RAIL, Government, Semi Government, Statutory Organizations and having up to date credentials (no private/third party organization credentials will be entertained). No vendors, third parties or similar type of organizations will be entertained.

Without having the items/ documents submitted bid will be summarily rejected: Up to date & valid GST registration certificate, Electrical contractor license, Electrical supervisors licence for similar type of work mentioned in the e-NIT, valid enlistment certificate, credentials [the prospective bidders shall have satisfactorily completed as a prime agency during the last 3 (three) years from the date of issue of this notice, at least one work of similar nature under authority of State / Central Govt. State/ Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central/State Govt. and having a value of **75% of the estimated amount, excluding GST** put to tender (minimum)], WO, BOQ, completion certificate (mentioning all details) by the respective competent & original authority, manpower, machinery, profit & loss account statement, IT return etc., all are till date.

1. GENERAL:

1.1. The bid document consists of particulars of tender, general & special terms and conditions, price schedule and other necessary documents.

1.2. LOCATION: Seminar Room and Machine Room in the Ground floor of the Production Engineering Department, Jadavpur University Main Campus.

1.3. The work shall be executed as per current Indian Electricity Rules & PWD General Specifications for Electrical work and as per relevant IS and as per directions of Engineer-in-Charge.

2. COMMERCIAL CONDITIONS:**2.1: ELIGIBILITY CRITERIA:**

2.1.1. Percentage rate bids are invited from Eligible specialized firm/ agencies that are enlisted/ carrying out the similar type of works in PWD/ CPWD/ MES/ Rail or any other Government/ Semi-government organization/ Govt. University to undertake or any other Government organization to undertake the work. No private work will be considered as credential.

2.1.2. Self-attested photo copy of satisfactory WO, BOQ and completion certificate (mentioning all details) of work as given below must be submitted with Tender documents:

a. The prospective bidders shall have satisfactorily completed as a prime agency during the last 3 (three) years from the date of issue of this notice, at least one work of similar nature under authority of State / Central Govt. State/ Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the

Central/State Govt. and having a value of 75% of the estimated amount, excluding GST put to tender (minimum). Completion certificate along with successfully handing over the job and final job value must be indicated in the certificate. No private work will be considered as credential.

b. Name/ nature of work/ detailed BOQ/ work order.

c. That the work has been completed satisfactory.

2.1.3. Self-attested photo copy of GST Registration certificate, Certificate and acknowledgement of up to date filled return, Electrical license, Trade License, PAN Card, and Partnership deed (in case of Partnership firm), electrical supervisory license for respective works as mentioned by the Govt., must be submitted with the Tender documents.

2.2. TYPE OF CONTRACT:

The work to be awarded by this e-NIT shall be treated as indivisible works contract.

a. **EMD of ₹ 5,400.00 (Rupees Five Thousand Four Hundred)** which shall be in the form of Bank Draft/ Pay order drawn in any nationalized bank, Kolkata, Branch in favour of “JADAVPUR UNIVERSITY” payable at Kolkata and is to be submitted (soft copy to be uploaded with the tender documents) in hard copy as mentioned in the e-NIT along with completed Tender document. Tenderers having valid / Relevant NSIC or MSME Certificate or Registration is exempted from payment of EMD, where such proof needs to be submitted.

b. Other documents mentioned in the Checklist as per Annexure IV.

c. One no. of letter regarding self-declaration as per Annexure VII in the company’s original letter head must be submitted by the tenderer along with other tender documents.

2.3.2. The Tenderers are advised not to impose any special terms & conditions including not deviating from the technical specifications, items, commercial, special terms and conditions of e-NIT like terms of payment, guarantee, arbitration clause, escalation etc.

2.3.3. The technical bid only shall be opened on and as informed in the NIT.

2.3.4. Scrutiny/ evaluation of bid documents shall be done by the Tender Committee of JADAVPUR UNIVERSITY, Kolkata. In case if it is found that the bid of the Tenderer is not in line with e-NIT specifications, requirements and/or contains any deviations, the University reserves the right to reject the bid of such firms without making any reference to the Tenderer(s).

2.3.5. Any clarifications required by the department shall have to be furnished by the Tenderer within the time given by the department for the same. The Tenderer will have to depute his representative to discuss with the officer(s) of the department as and when so desired. In case, in the opinion of the department a Tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.

2.3.6. In the bid document, submitted by the tenderer, shall be no condition whatsoever. In case any Tenderer mentions any condition including conditional rebates in their price

2.3.7. The University reserves the right to reject any of or all the bids and go for fresh Tenders as the case may be without assigning any reason.

3. TERMS OF PAYMENT:

No advance payment will be made. 100% payment based on the actual measurement may be made only after successful completion of the job in all respects and submission of 1st RA & Final bill through proper channel as per the prevalent practice in vogue of the University. 1st RA and final bill must be submitted through proper channels and duly signed and recommended by the respective persons for further process along with all essential documents- at least after 15 days of running of the installation without any complaint from the date of completion of the job. Stipulations like levy of interest if payment is not made in specified time is not acceptable to the department.

3.1. Security deposit: Security deposit shall be deducted from each running bill and the final bill to the extent of 15% (Fifteen percent) of the gross amount payable. The earnest money will not be adjusted with this security deposit. The earnest money will be released (without any interest) after submission of the 1st RA & Final bill for successful bidder and the same will be released for the unsuccessful bidder only after taking decision by the University authority based on their prayer to release the same. The security deposit as a whole shall be released (without any interest) on successful expiry of guarantee period (2 years) stipulated in the contract i.e., 2 years from the date of successfully handing over the job to the authority of the University. If any kind of disputes arise during guarantee period the contractor has to do the job with original finish at their own cost OR 15% of the WO value may be deposited as BG instead of deduction of the security deposit as per direction of the University before starting of the job and will be released after successful completion of the 2 year guarantee period from the handing/ taking over of the job.

4. COMPENSATION FOR DELAY & ANY OTHER REASON FROM THE SUCCESSFUL BIDDER:

The work is to be completed within the stipulated period i.e., 45 (Forty Five) days from the date of issuance of the WO. In case of delay a penalty @ ½ percent per week computed on per day basis subject to the maximum of 20% of Quotation amount or as per the decision of the JU Authority will be recovered from final bill. For any kind of dispute made by the successful bidder during or after completion of the job University has the full right to take any kind of decision for penalized the contractor such as deduction of bill value etc. If the contractor is not able to do the job without any valid reason, the EMD/ Security deposit will also be forfeited.

5. RATES:

The rates quoted by the Tenderer shall be firm and inclusive of all, duties and levies and all charges for packing, forwarding, insurance, freight and delivery, installation, testing, commissioning, dismantling of existing materials and return to the respective section in good order & conditions etc. at site, GST will be paid separately as per Govt. norms as applicable time to time. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the building, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risk, contingencies and other circumstances which may influence or affect their bid. A tenderer shall be deemed to have full knowledge of the site whether he inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the tender documents and made himself aware of the scope and specifications of the work to be done and of conditions and other factors having a bearing on the execution of the work. No T&P shall be issued by the department and nothing extra shall be paid in this regard.

6. COMPLETENESS OF TENDER:

All sundry equipment, fittings, termination lugs for electrical connections, dismantling of the existing electrical installations and all other items which are useful and necessary for installation of the work shall be deemed to have been included in the Tender irrespectively of the fact whether such items are specifically mentioned in the Tender document or not.

7. STORAGE AND CUSTODY OF MATERIALS:

The agency has to make their own arrangement for storage of materials & equipment. No separate/ special storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department and will not be liable for any responsibility.

8. CARE OF THE BUILDING:

Care shall be taken by the contractor while carrying out the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

9. COMPLETION PERIOD:

Time of completion of the total work is **45 (Forty Five) days** from the date of issuance of the work order as indicated in the e-Tender documents, unless and until any valid/ accepted reasons are there. The completion period is for the entire work of planning, supplying, mobilization of tools and manpower, installation, testing, dismantling the existing wiring, removing of unwanted and waste materials arising out of the installation from the University Campus etc. and handling over of the entire system to the satisfaction of the Engineer-in-Charge.

10. PERFORMANCE GUARANTEE:

10.1. The Tender shall guarantee among other things, the following:

- a. Quality, strength and performance of the materials used.
- b. Safe mechanical and electrical stress on all parts under all specified conditions of operation.

11. ACCEPTANCE OF WORK ORDER:

The successful Tenderer shall submit a letter for acceptance of the work order along with a performance letter for execution of the job from **07 (seven) days** with in the issuance of the work order. If the contractor is failed to execute the job as per norms of the NIT contractor is liable to accept the decision of the University authority, whatsoever. Also an agreement is to be executed within 10 days by the successful bidder using **₹.100.00 India Non Judicial Stamp paper** (to be purchased by the contractor) as per given format before starting of the job.

12. GUARANTEE:

All equipment shall be guaranteed for a period of **24 months (2 years)** from the date of taking over the installation by the department against satisfactory performance. The equipment's or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case if it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk

and cost of the contractor. The decision of the University authority/ Engineer-in-Charge in this regard shall be final.

13. VALIDITY:

Tenders shall be valid for acceptance for a period of 90 days or as per decision of the University authority from the date of opening of bid or as decided by the University Authority, whichever it may, the contractor has to be accepted without any reason(s).

14. SUPERVISION & COMMUNICATION:

During execution of the work, it must be supervised by the qualified supervisor(s) and time to time communication with updates of work shall be made to the respective supervisor of the University.

15. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:

14.1. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications. In particular, the equipment and installation will comply with the following:

- a. Indian Electricity Rules.
- b. IS & BIS Standards as applicable.
- c. Workmen in compensation Act.
- d. Statutory norms prescribed by local bodies like CEA (Consumer Electronics Association Business), MC etc.

14.2. Nothing in this specification shall be construed to relive the successful Tenderer of his responsibility for the installation work with all accessories in accordance with currently applicable statutory regulations and safety codes.

14.3. Successful Tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the Tenderer. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of Tenderer and recover the cost thereof from him.

16. INDEMNITY:

The successful Tenderer shall at all times indemnify the department consequent on this work contract. The successful Tenderer shall be liable in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the department shall not be responsible for any accident or damage incurred or claims arising there from during the period of execution of work under the supervision of the successful Tenderer in so far as the latter is responsible. The successful Tenderer shall also provide all insurance including their party insurance as may be necessary to cover the risk. No extra payment would be made to the successful Tenderer due to the above.

17. ERECTION TOOLS:

No tools and tackles required for execution, repairing, overhauling & installation purposes would be made available by the department. The successful Tenderer shall make his own arrangement for all these facilities and all the apparatus must be tested/ calibrated and in good order and conditions.

18. CO-OPERATION WITH OTHER AGENCIES AND WITH UNIVERSITY AUTHORITY/ EXISTING UTILIZATIONS:

The successful Tenderer shall co-ordinate with other contractors & agencies engaged in the construction of building, if any, & exchange freely all technical information so as to make the execution of this works contract smoothly. No remuneration should be claimed from the department for such technical co-operation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work, has to be dismantled and re-done for want of co-operation and co-ordination by the successful Tenderer during the course of work to the original condition and specification of the dismantled portion of the work was not undertaken by the successful Tenderer himself. Work is to be executed without hampering of the Universities interest.

19. MOBILIZATION ADVANCE:

No mobilization advance shall be paid for this work.

20. CONTRACT AGREEMENT:

This notice inviting tender shall be forming a part of the contract document. Bidders shall quote his as per the guideline of various terms and conditions of this NIT and General Condition of contracts of the University/ PWD Govt. of West Bengal/ KMC, modified and correct up to the last date of submission of bid and other standard PWD Govt. of West Bengal/ KMC form as applicable.

Calcutta High Court at Kolkata will only be the jurisdiction to deal with and decide on any dispute whatever arising out of this tender.

21. MATERIALS FOR THE WORK:

Materials are to be used for the work mentioned in the BOQ is to be followed strictly as per the direction of the EIC (contractors choice will not be entertained). Deviation of materials will not be accepted. If the materials are not available (subjected to verification) at the time of work, in that case for substitute materials, permission is to be taken from the EIC and rate will as per the decision of the EIC/ JU Authority. Sign marking is an essential part of the executed job.

Mentioned quantity of materials at the BOQ is merely a guide. Actual quantity may vary (may increase or decrease) during execution of the job, but rate will be same.

After completion of the job and before handing over, a SLD for the “as built job” in duplicate is to be submitted and all the points of connection both for input and output is to be marked properly.

22. COMPESATION FOR LATE DELIVERY:

In case of late delivery of materials/ completion of the job beyond the stipulated date [as mentioned in the NIT and as submitted by the bidder after getting the WO], compensation for late delivery @ 0.5%

per week computed per day or part thereof, subject to a maximum of 20% of total order value or as per the decision of the JU Authority shall be payable by you or as decided by the Jadavpur University authority.

23. FORCE MAJEURE CONDITIONS:

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Deliveries under the contract shall be resumed as soon as practicable.

24. ARBITRATION:

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be decided by the authority of Jadavpur University and the provisions of Arbitration and Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

25. ALTERNATIVE ARRANGEMENT:

In absence of the timely and proper performance by the bidder, Jadavpur University reserves the right to utilize the services of any other bidder without notice at the risk and cost of the bidder and to recover charges and expenses in excess of the contractual terms from the bidder. Similarly if the bidder fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of Jadavpur University for any other action including termination, forfeiture of security deposit etc.

26. CO-OPERATION WITH OTHER AGENCIES AND WITH UNIVERSITY AUTHORITY/ EXISTING UTILIZATIONS:

The successful Tenderer shall co-ordinate with other contractors & agencies engaged in the construction of building, if any, & exchange freely all technical information so as to make the execution of this works contract smoothly. No remuneration should be claimed from the department for such technical co-operation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work, has to be dismantled and re-done for want of co-operation and co-ordination by the successful Tenderer during the course of work to the original condition and specification of the dismantled portion of the work was not undertaken by the successful Tenderer himself. Work is to be executed without hampering of the Universities interest.

27. COMPLIANCE OF GST:

The Bidder should compulsorily follow all the provisions of GST and in the event of any default for fulfilling any provisions of the GST Act, Jadavpur University would exercise the right for non-payment /withholding payment, /black listing the vendor

28. SAFETY SECURITY & PRIVACY:

As the work is to be done in a class room/ laboratory/ Professor's sitting room safety, security and privacy is to be maintained as per the norms and guidelines of The Jadavpur University.

Quoted price will be the firm i.e., inclusive of all duties, freight, installation, testing, commissioning and necessary approval from competent authority etc. as required in all respect. No additional cost or hidden cost will be accepted. GST will be paid extra as per Govt. norms.

The Tender shall guarantee among other things, the Quality, strength and performance of the materials used, safe mechanical and electrical stress on all parts under all specified conditions of operation.

University Engineer
Jadavpur University