

**NATIONAL INSTITUTE OF TECHNOLOGY**  
**ROURKELA-769 008 (ODISHA)**

**Tender Notice No.: NITR/TS/2016/04**

**Dated: 03.03.2016**

NITR invites application with proposal from interested individuals/firms having good exposure and experience in maintenance and development of ponds and water bodies for the development and upkeeping of wet ponds inside the Institute.

**A. OPERATIVE TERMS & CONDITIONS**

1. The selected firms/individuals will be given the job for a fixed tenure of 03 years initially ensuring security of tenure and subsequent renewal may be on yearly basis or as and when required.
2. The firm will upkeep and undertake all sorts of development activities inside the pond and the area adjacent to the open water, generally the area covering 5 meter from the pond edge.
3. The firm shall develop the perimeter land with plantation and grass, removal of weeds and giving anaesthetic look and sense to the overall landscape and environment.
4. In addition, the following maintenance activities will be undertaken by the firm like removal of sediment and gross solids, cleaning floating trash and debris, removal of vegetation, removal of invasive vegetative species, mowing along the perimeter and controlling nuisance pests etc.
5. In reward the firm will be permitted to undertake aquaculture activities like cultivation of fish etc.
6. In undertaking the activities, the firm should in no way degrade or impact environmental pollution and aesthetic value of the whole area.
7. The firm should in no way use hazardous materials or chemicals that are not environmental friendly in undertaking commercial cultivation.
8. The project will be a kind of win-win situation for both the Institute as well as the firm. That means the Institute shall not pay any dues to the selected firms for the reason that the firm shall undertake aquaculture activities and can be economically benefitted. Hence the firms also need not pay to the Institute for the reason that it has maintained and developed the wet land and adjacent area.
9. The firm shall report its all activities to the PIC, Lawns & Garden of the Institute. The PIC will report the matter concerning the same to the Director.

**B. STATUTORY OBLIGATIONS**

1. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government of Odisha.
2. If there is any damage to the Institute property or any other financial burden on the Institute because of wilful or negligent action by the Firm or its personnel, the Institute shall be entitled to recover the same by means of compensation from the Firm/ Agency.
3. An Officer explicitly authorized by the Director will represent the Institute in all dealings with the Firm/ Agency.
4. The staff engaged by the Agency shall draw their remuneration from their Agency and will not claim any employment benefit from the Institute at any time. The agency

shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter.

### **C. MODE OF SELECTION:**

1. A committee constituted by the Institute will examine all the proposals on the basis of
  - a) Credentials of the Firm/ Agency/person.
  - b) Past experience in similar business.
  - c) Quality of the proposal.
  - d) Viability of the proposal.
2. The proposal received after due date (time) and proposal without EMD shall be rejected outright.
3. The proposals and EMD of all accepted parties will be opened on the appointed date and time in presence of the authorized representatives.
4. Selection will be based on the recommendation of a committee appointed by the Director.
5. The recommendation of the committee will be put up to the Director for his consideration. Decision of Director will be final and binding.

### **D. COMMERCIAL TERMS AND CONDITIONS**

1. Every interested party shall deposit the EMD in shape of Bank Draft/Bankers Cheque of an amount equal to Rs.5,000/- (Rupees Five Thousand only) from any nationalized bank in favour of Director, National Institute of Technology, Rourkela. EMD of unsuccessful bidders will be returned within one month of finalization of the contract and EMD of the successful bidder will be converted to security deposit. This security deposit shall be released within one month after realization of the Institute dues, if there would be any on termination of the contract. If the firm fails to operate as per agreed terms and conditions of the contract the security deposit shall be forfeited.
2. If the Firm/Agency fails to initiate the job within specified time given by the Institute, the EMD shall be forfeited and the next eligible firm/Agency shall be offered.
3. This contract can be terminated under any one of the following circumstances.
  - a) By giving one month's notice by the Institute at anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the Institute. This termination will not be challenged by the party.
  - b) If the firm will not perform his duties properly as per the agreed terms and conditions of the contract, the Institute shall decide whether the performance of the firm meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.
  - c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party, the notice period shall be one week without any compensation.
  - d) The firm being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
  - e) For indulging in any grossly unsafe practice or wilfully damaging Institute property or engaging in any illegal activity, the contract may be terminated on immediate notice. Decision of Director, NIT Rourkela in this matter shall be final and binding.

#### **E. JURISDICTION AND RIGHT TO AMEND RULES:**

1. The Institute reserves the right to amend rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the firm in due course.
2. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter, the Director, NIT, Rourkela is the sole arbitrator to decide the same and his decision is final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act 1996. If differences persist even after arbitration and there are compelling reasons to go to the court, it will be decided in the court of Rourkela only.

#### **F. INSTRUCTIONS TO THE BIDDERS:**

1. The bids must be submitted in two **separate** sealed envelopes as listed below all kept in one sealed big envelope.
  - a) EMD for **Rs. 5,000/-**. It will be kept as Security Deposit.
  - b) Technical bid with proposal and other credentials.
2. The bidders are requested to apply in a sealed envelope, addressed to **The Assistant Registrar (TS), NIT Rourkela**, super scribing "**Water Bodies: Development and Maintenance**" and **Tender Notice No. NITR/TS/2016/04 Dated 03.03.2016** on the top of the envelope.
3. All relevant information and documents must be furnished along with the proposals.
4. Last date for submission of proposals: **Dt.03.05.2016 by 03.00 PM**
5. Date of opening of proposals: **Dt.03.05.2016 at 03.30 PM**
6. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

**Asst. Registrar (TS)**  
**NIT, Rourkela**