



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008 (ODISHA)**

An Institute of National Importance under Ministry of HRD, GOI

NOTICE INVITING TENDER

Tender Notification No: NITR/PW/EM/2018/109

Dated: 29.01.2018

The National Institute of Technology, Rourkela invites sealed bids from the eligible bidders / registered contractors for operation and maintenance of 5 MLD water treatment plant at NIT Rourkela.

Last date of Submission of Bid: **20.02.2018 at 03:00 PM**

Opening date of Bid: **20.02.2018 at 03:30 PM (Part-I & Part-II)**

For Details:

http://nitrkl.ac.in/OldWebsite/Jobs_Tenders/7Construction/Default.aspx

Contact: Mr. Joydip Mondal, EE(Civil); Ph: 0661-2462071; Email: mondalj@nitrkl.ac.in

**sd/
REGISTRAR**



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008, ODISHA**

(OPEN TENDER NOTICE NO.: NITR/PW/EM/2018/109 Date: 29.01.2018)

**(OPERATION AND MAINTENANCE OF 5 MLD WATER TREATMENT PLANT
AT NIT ROURKELA)**

Sealed tenders are invited from reputed civil contractors of appropriate class having valid registration with PWD (Orissa State) / CPWD / PSUs / NITR having sound financial status, machinery, resources and experience in execution of similar works i.e. operation and maintenance of water treatment plant, water supply.

Name of work	EMD	Time of completion
Operation and maintenance of 5 MLD water treatment plant at NIT Rourkela	Rs. 67,000.00	1.0 year

1. **Eligibility Criteria:** - Contractors who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted. Should have successfully completed similar works during the last seven years at least

- One similar completed work costing not less than Rs.27.2 lakhs.
Or
- Two similar completed work costing not less than Rs.17 lakhs.
Or
- Three similar completed work costing not less than Rs.13.6 lakhs.

2. Sealed tenders on **item rate basis** are invited in the prescribed form.

3. The firm should not have been black listed at any time. To this effect, an undertaking is to be given in the prescribed format.

4. The tender must accompany the earnest money of Rs. 67,000/-in the form of Demand Draft of Nationalized Bank (payable at Rourkela in favour of **Director, National Institute of Technology Rourkela**).

5. The tender papers may be downloaded from NIT website (i.e. www.nitrkl.ac.in).

6. The submission of bids by the tenderer should be addressed to the Registrar, National Institute of Technology, Rourkela in three separate sealed Envelopes

**Operation and maintenance of 5 MLD water treatment plant
at NIT Rourkela
(Tender Notice No.: - NITR/PW/EM/2018/L/109 dated 29.01.2018)
Due on 20/02/2018 at 03:00 PM**

Envelope No-I: - To contain Bank Drafts towards: (I) **Earnest Money deposit**

Envelope No-II: - The envelope marked as '**Techno Commercial Bids**' shall contain prequalification requirements in NIT format (Form B,C & D), other documents mentioned in checklist attached to the tender signed and stamped on all pages confirming acceptance.

Envelope No-III: - The envelope marked as "**Price Bid**" shall contain form-E duly filled, signed and stamped by the agency.

7. The prequalification shall be based on an objective evaluation of details regarding past performance in specific job areas, technical and financial capabilities and resources of the contractors including possession of appropriate equipment for the type of work etc. and with proven track record and will be evaluated by the NIT. Bidders are advised to enclose details of experience; status of Engineers employed and equipment at their disposal in each area of specialization. Bidders must make arrangement for inspection of their recent work sites by NIT officials to ascertain their quality of construction.

8. The time of completion is firm, and penalty under liquidated damage clause will be charged for any delay in work.

9. The validity of the tender shall be 120 days from the date of opening of the bids.

10. Details including our prescribed format for prequalification, BOQ, General Conditions and Special Conditions of Contracts etc. are available in our website at http://nitrkl.ac.in/OldWebsite/Jobs_Tenders/7Construction/Default.aspx .

11. Pre-Bid discussion will be held on 13/02/2018 wherein the entire query should be clarified.

12. NIT reserves the right to qualify or deny prequalification of any or all applicants without assigning any reasons.

(REGISTRAR)
NIT, Rourkela
Fax No- 0661-2462022
Ph. No -0661-2472021

CHECK LIST FOR PRE-QUALIFICATION

Forms to be filled properly.

1. Form-A: This form (check list)
2. Form-B: Letter of Transmittal
3. Form-C
4. Form-D

Photocopy of documents to be attached.

- a.) Valid license
- b.) Work orders of last seven years.
- c.) GST Registration certificate, VAT Clearance Certificate (up to last year), PAN Card
- d.) Performance report from the officer/authority not less than Executive engineer with a specific mention about the project components, scheduled completion time and actual completion time, final project cost etc. to be submitted.

(Signature of the Agency)

PRE-QUALIFICATION INFORMATION

LETTER OF TRANSMITTAL

(To be typed on the Agency's Letterhead)

To

The REGISTRAR
National Institute of Technology,
Rourkela-769008

Sub: "Operation and maintenance of 5MLD Water treatment plant at NIT Rourkela"

Sir,

Having examined the details of pre-qualification document, I hereby submit the pre-qualification documents and other relevant information.

1. I hereby certify that all the statements made and information supplied in the enclosed forms A to E and accompanying statements are true and correct to the best of my knowledge. I understand that if any information found incorrect, the application is liable to be cancelled.
2. I have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I certify that my firm is not **blacklisted/ banned** from business by any organization.

I hereby accept the rules and procedures of the institute for pre-qualification of contractors and agree that the Institute has the right to accept or reject any application without assigning a reason thereto.

(Signature of the Agency)

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

APPLICATION FOR PRE-QUALIFICATION

1. NAME OF AGENCY/FIRM:
2. ADDRESS: -
3. FAX/TELEPHONE NUMBER: -.....
4. QUALIFICATION OF TECHNICAL PERSON: -
5. DETAILS OF REGISTRATION WITH
OTHER GOVT/PSU ORGANISATION:-
 - NAME OF THE DEPARTMENT/ORGANISATION _____
 - CLASS OR CATEGORY _____
 - ENLISTMENT AUTHORITY _____
 - DATE OF VALIDITY _____
6. VOLUME OF BUSINESS IN LAST THREE FINANCIAL YEARS
 - 2016-17 Rs _____
 - 2015-16 Rs _____
 - 2014-15 Rs _____
7. Important jobs executed in Govt. /PSU, including specifications, materials used, quality adherence, methods of testing including test/inspection certificates.
8. Field of specialisation:-
9. Valid Income Tax clearance certificate (ITCC).
10. Any other information regarding technical capability and financial soundness.

(Signature of the Agency)

Annexure to application for pre-qualificationWORKS COMPLETED AND IN PROGRESS DURING THE LAST 5 YEARS (INCLUDING ALL WORKS AWARDED)

{ADD ADDITIONAL SHEETS, IF NECESSARY}

<u>SI NO</u>	<u>Name of the work & agreement no</u>	<u>Date of start</u>	<u>Date of completion</u>		<u>Tendered cost</u>	<u>Complete address of the authority for whom work was done</u>
			<u>stipulated</u>	<u>actual</u>		

ON THE LETTERHEAD OF THE FIRM/AGENCY

TENDER FOR OPERATION & MAINTENANCE OF 5 MLD WATER TREATMENT AT NIT, ROURKELA

PRICE BID

1. Name of the firm with address : _____

2. Price : (As mentioned in the following table)

Sl. No.	Description	Quoted price per year (In Rupees)
I	Operation and maintenance of 5MLD Drinking water treatment plant (Detailed job description and terms conditions are mentioned in annexure-A	

GST=.....

Note:

- i) GST will be quoted by the contractor in addition to the monthly rate quoted by the party.
- ii) Details of job description given in ***Annexure-I***.

Place:

Date:

signature of the bidder with seal

**OPARATION AND MAINTENANCE
OF
5 MLD DRINKING WATER TREATMENT PLANT**



**National Institute of Technology,
Rourkela - 769008**

1.0 GENERAL:-

- 1.1.** The scope of work of the contractor shall cover Operation & Maintenance of existing Drinking Water Treatment Plant, round-the-clock, complete from 'Inlet of Cascade Aerator' to 'Outlet Clear Water Storage Reservoir' including providing & deployment of skilled and unskilled Manpower, supplying and dosing all type of Coagulants, Chemicals, Consumables, Chlorination for disinfection, Water Sampling & Testing etc. The Operation & Maintenance of Drinking Water Treatment Plant shall be continuous, round-the-clock throughout the year, including all Week days, Sundays & Holidays.
- 1.2.** This is a Comprehensive Operation & Maintenance contract. The scope of work of the Contractor shall also cover preventive maintenance and any required repair and replacement of mechanical & electrical installations, bridge & paddle rotating drive mechanism, pumps, blowers, chlorine tonners & chlorine dosing system, lifting hoists, chain-pulley blocks, pipelines, valves, gear boxes, rewinding of motors, oil & lubricants, gauges & instruments, weighing machine including providing & fixing spare parts & components, tools & tackles, bolts & nuts, hardware, safety items, oil & lubricants etc. However, repair and maintenance of ceiling fans, building & street lights, civil works & building painting are excluded from the scope of work.
- 1.3.** The existing Drinking Water Treatment Plant has been commissioned and put on regular operation w.e.f. August, 2016. All the existing mechanical & electrical installations, bridge & paddle rotating drive mechanism, pumps, blowers, gear boxes, chlorine tonners & chlorine dosing system, lifting hoists, chain-pulley blocks, pipelines, valves, gauges & instruments, weighing machines etc. are in good working condition. The Tenderer/ Contractor, prior to submission of his tender, must visit the existing installation at Drinking Water Treatment Plant at his own cost and satisfy him about the type and nature of work. After award of work order to the Contractor, no extra claim what so ever will be entertained.

2.0 SCOPE OF WORK:-

2.1 JOB DESCRIPTION:

Annual Operation and Maintenance of 5MLD capacity drinking water Treatment Plant including providing & deployment of all required including skilled and unskilled man-power and chemist etc., Providing, solution preparation and dosing of all chemicals & coagulants viz. Alum, PAC, Hydrated Lime for treatment purpose, Chlorine for disinfection purpose (or Bleaching Powder solution or Sodium Hypo-chloride whenever required in absence of Chlorine), Water Sampling & Testing etc. throughout the year round-the-clock, 365days x 24 hours basis including all Week days, Sundays & Holidays. Two (2) Liquid Chlorine Tonners are available in treatment plant. Re-filling of these Tonners including cost of liquid chlorine, hydro-testing, to-and-fro transportation from chlorine manufacturer, handling etc. shall be borne by the contractor and same are included in the scope of work. Testing instruments are provided in the laboratory but laboratory chemicals and reagents etc. as required for the testing shall be provided by the contractor at his own cost and responsibility.

2.2 Major Units OF treatment Plant:

- i) Cascade Aerator
- ii) Parshall Flume
- iii) Flash Mixture with Agitator
- iv) Primary Clarifier with Scrapper and Rotating Bridge with motor drive.
- v) Clari-flocculator with Scrapper and Rotating Bridge with motor drive.
- vi) Water Channels
- V) Rapid Gravity Sand Filter – 4 Beds
- VI) Pipe Gallery
- VII) Flow meters and Rate Setter and Head Loss gauges.
- VIII) Syphons at Filter bed.

- IX) Over Head Back Wash Tank - 180 Cum Capacity
- X) All Types of Valves and Mechanical Fittings.
- XI) All Mechanical Gates.
- XII) VT Pumps & Motors – 2 Sets
- XIII) Air Blower with Motor – 2 Sets
- XIV) Flash Mixer with Motor of 2 HP and Propeller. – 1 unit
- XV) One Chemical Storage Room
- XVI) One Chemical Mixing Room with Four Mixing Chamber having Four 1 HP motor with shaft and Propeller.
- XVII) Two PAC Dosing Tanks with two induction motors of 0.5 HP power and propeller.
- XVIII) One Chlorine Dosing Room with Two Chlorinators (Pre-Chlorinator and Post Chlorinator) and Three Dosing Pumps of Capacity 3 HP Each.
- XIX) One Chlorine Tonner Room with Leak Detection Instrument and Two Chlorine Tonner Tank.
- XX) One Laboratory with Testing Equipment (Turbidity Meter, PH Meter, Jar Test Apparatus, Residual Chlorine Test Equipment and Chemicals for Testing)
- XXI) All Electrical Instrument (All panel for Motor, Lights, fans etc.)
- XXII) Dewatering pump below pipe gallery.
- XXIII) Alum Dousing Chamber with Discharge Controller.

3.0 Operation and Maintenance of Treatment Plant (Mechanical & Electrical) :-

3.1 Daily Maintenance and Operation:

- i) Deployment of required number of manpower for testing, treatment, filtration, disinfection of water round-the-clock throughout the contract period as per requirement and instruction of Engineer- I/c.
- ii) To operate all the Valves and Gates in Treatment Plant while the Treatment Processes of water is continuing in plant throughout the Contract Period.
- iii) To Operate & Maintain Chlorinators at Chlorine Chamber and Pumps for Dosing of Chlorine at Post or Pre Chlorination Unit as instructed by the Engineer I/c. (Care Should Be Taken That Proper Amount Of Chlorine Should Be dosed in Each Unit and also care Should Be Taken That There Is no Leakage In any point of Chlorine Dosing unit). If Gaseous Chlorine is going to be empty in Tonner, Then alternative measure should be taken by the Contractor (Like providing and dosing Bleaching powder solution or Hypo chloride by Manual means) Round The Clock. If there is any break down at Chlorine Dosing Unit maintenance or Repair Should be done on Immediate Basis throughout the Contract Period including providing all the consumable required parts of chlorinator.
- iv) To Prepare the Chemical solution for Dosing Purpose (Like Alum, Lime, PAC etc.) For Treatment of Raw Water for Round The Clock throughout the Contract Period.
- v) Dosing of Prepared Chemical Solutions at instructed Points whenever the treatment Processes is Going on or Round the clock Throughout the Contract Period.
- vi) The Water channels from Aerator up to Primary clarifier should be cleaned by Contractor Especially in rainy Season or whenever the medium is dirty by deploying a labour Throughout the Contract Period.
- vii) Back Wash All the Filter Beds In a regular Interval of time as instructed By Engineer I/c. So as there should not any abrasive Head loss in Filter Bed throughout the Contract Period.
- viii) Filling the Back Wash Tank On daily Basis for Back Wash the Filter Bed throughout the Contract Period.
- ix) Regularly Testing Of Water at Treatment Plant Laboratory on daily basis by a Specialist or Super visor as per instructed by Engineer I/c. whenever water is treated throughout the year and round the clock.
- x) Specialist or Super visor as per instructed by Engineer I/c. whenever water is treated throughout the year and round the clock.

- xi) Proper Safety Measure should be given to the worker at treatment plant by the contractor. Care should be taken that any kind of accidental circumstance should be avoided.
- xii) Operate and Maintenance the Corresponding Motors require during the Treatment Processes is going on.
- xiii) The Bridges at Both the clarifier should run for cleaning of sludge from the Clarifier tank.
- xiv) Proper Record of all the data Of Treatment plant operation and maintenance by the Contractor Personnel's as instructed by the Engineer I/c.
- xv) Leakages rectification in DI pipe, GI Pipe, CPVC, PVC, MS pipe line network at Water Treatment Plant on Urgent Basis.

3.2 Weekly Operation And Maintenance :

- a) Proper care should be Taken for the Pumps and Motor by checking weekly all the parts.
- ii) Required lubricants should be applied at all the bearings and pumps and at all nuts and Bolt joints.
- iii) The surface of wall at filter bed and pipes, drain and siphon should be cleaned regularly.
- iv) All electrical units should be tested and checked in proper manner by the contractor.
- v) All The Water channels should be cleaned by the Contractor regularly and as instructed by Engineer I/c.

3.3 Monthly Operation And Maintenance:

- i) Preventive maintenance every months or as per instruction given by Engineer I/c. for pumps, motors, electrical panels and valves.
- ii) Every month water samples from clear water storage sumps or from any user point at Campus Area in lets for testing a) Physical b) Bacteriological c) Chemical at testing Laboratory.

3.4 Yearly Maintenance :

- i) The Contactor shall desilt, wash and clean the internals & externals of all the Plant Units such as Cascade Aerator, Flume, Flash Mixer, Primary Clarifier, Clari-flocculator, Under Ground Clear Water Reservoir, OH Back wash Water Tank, all Water Channels, Stand Wells, Valve Pits etc. once every year preferable in winter or summer season or as per direction of Engineer I/c. Muck and debris shall dispose outside the Plant.
- ii) All The Mechanical Devices installed at treatment plant unit which are in direct contact with water should be cleaned from rusting by wire brushing and cleaned. All structural steel, bridge, walk way, hand railing etc. shall be cleaned and painted once in year during summer season.
- iii) The Rubber Pads & Scrappers Fitted at the Bottom of Clarifier and Clari-flocculator with the Bridges should be repaired / replaced / refitted as per the instruction given by Engineer I/c.
- iv) Once a year, after cleaning of steel structures, both above water or submerged in water, shall be painted properly with primer and enamel paint as required.

3.5 Annual Requirement of Materials & Chemicals :

- i) **Chlorine Cylinders:** About 1500 kg Chlorine Gas is required for disinfection of drinking water throughout the year. Two (2) empty Liquid Chlorine cylinders will be provided by the Institute. The Chlorine Cylinders are to be refilled by the contractor from time to time as per requirement of the water treatment plant. If the Plant is running out of Chlorine an immediate step must be taken by the Contractor to compensate the deficiency of Chlorine gas by providing Bleaching powder solution or Hypo Chloride for as a temporary measure. Within this short duration the Contractor shall arrange refilling of Tonners for smooth function of Treatment process.
- ii) **Alum or Coagulant:** The Contractor should maintain adequate stock of Alum (in brick form) throughout the year. The Contractor should store minimum 3-4 months stock at any time. Approximately 15000 kg alum would be required for treatment processes throughout the year. If there is any deficiency of alum stock during the contract period a penalty may be imposed from the running bill, which should be fixed by Engineer I/c. Other Coagulant like PAC in Liquid form should be

stored in Chemical Room as per process requirement of the Treatment Plant. Approximately 750 Litres PAC would be required for treatment processes throughout the year.

- iii) **Hydrated Lime:** The Contractor should provide Hydrated Lime throughout the year as required for treatment of water. Approximately 10000 kg would be required for treatment of water throughout the year. The contractor should store minimum 3-4 months requirement of Hydrated. If there is any deficiency of Hydrated Lime observed during the contract period penalty of suitable amount will be deducted from the running bill, which should be fixed by Engineer I/c.

4.0 MAINTENANCE OF PUMPS, BLOWERS, MOTORS, OVER HEAD CRANES & HOIST, ROTATING BRIDGE DRIVE MECHANISM, AGITATORS, PIPE GALLERY(including providing all spear parts & components required for repair purpose) etc.:

- i) Alignment of pump sets to be checked & is required rectification to be carried out. And readings to be recorded.
- ii) Coupling brushes, pins, rubber parts will be checked & replaced if required.
- iii) Gland packing should be checked & replaced if it is worn-out.
- iv) Oil level & grease in bearings will be checked & replenished if necessary.
- v) Current, Voltage, Speed, Pressure, should be measured & recorded.
- vi) Noise, vibration & temperature levels should be checked.
- vii) Overhauling of above machines should be done as per the OEM's recommendations of operating manual.
- viii) Dismantling of pumps should be done only with approval of Engineer I/c.
- ix) Total tool, tackles, chain pulley, try pad lifting materials, assisting manpower and complete job is under the contractor's scope.

5.0 QUALIFICATION OF MANPOWER TO BE DEPLOYED FOR O&M OF WATER TREATMENT PLANT BY THE CONTRCATOR:

- 5.1 The operating personnel shall have thorough knowledge on safety precautions during emergency cases and also conversant with state electricity rules, regulations and Indian factory act rules and Indian explosive rules & regulations. The contractor shall provide and maintain first Aid box in each installation complete with necessary medicines etc.

The following are the qualification of staff to be employed by the contractor for efficient operation and maintenance of the Water Treatment Plant.

5.2 Plant Operator:

The Plant Operator must have good technical and practical experience in carrying out operation and maintenance of clarifier, Clarifloculator, Rapid Sand Gravity Filtration Plant including chlorine disinfection system with maintenance of mechanical devises like pump sets, blower etc.

5.3 Helper:

They should have experience in carrying out O&M in drinking water treatment plant or equivalent.

5.4 Chemist:

Minimum HSC in science Pass and having good technical knowledge in Drinking Water Treatment process, Jar Test and chemical/coagulants dosing calculation and Water Testing.

6.0 DEPLOYMENT OF MAN POWER :-

- 6.1 Required no. of personnel (i.e. including leave reserve) should be deployed on 365days x 24Hrs basis including Sundays & Holidays.
- 6.2 All the Seven Days (Monday to Sunday) including Holidays

There will be three Shifts: Days Shift + Night Shift + Daily Maintenance Shift.

- 6.3 Depending on the supply of raw water contractor may adjust the time of shift.
- 6.4 During the supply of raw water from intake well for treatment purpose minimum required of man power is ----- 1 no. of plant operator + 2.0 nos. of helper + 1 no. of chemist.
- 6.5 Time other than supply of raw water minimum required of man power is----- 1.0 no. of helper
- 6.6 Total minimum manpower required per day is----- A) 2.0 nos. of plant operator B) 2.0 nos. of chemist C) 5.0 nos. of helper

Notes:-

The contractor shall employ only certificate holders as mentioned above proof of documentary evidence for experience, qualification and antecedents should be submitted for approval of the Engineer I/c.

G. TOOLS & TACKLES:

The contractor should keep the following minimum tools, tackles, furniture and calibrated instruments at site for carrying – out the, operation maintenance and other jobs as required.

1. Pipe wrenches to handle GI pipe sizes of 12mm to 100mm – 2nos
2. Pipe wrenches to handle GI pipe sizes for above 100mm – 1no
3. Thread die set for above GI pipe sizes – 1no
4. Ring spanner set – 1no
5. De spanner set – 1no
6. Cutting plier – 2nos
7. Screw drivers – 4nos
8. Multimeter – 1no
9. 1000volts megger – 1no.
10. Ln Key set 1.0 nos.
11. Bearing puller -1no
12. Sprit level indicator – 1 no.
13. Sprit level indicator – 1 no.
14. Measuring tape 15 meters – 1no
15. Electrical Crimping tool – 185sqmm -1no
16. Nose plier – 2nos
17. Drill machine – 1nos
18. Industrial Knifes – 3nos
19. Tester – 2nos (electrician)
20. Electrical hand gloves – 1set
21. Aluminium or timber ladders.

Any other tools and tackles required for smooth operation of AMC contract from time to time provided items should be in working condition & latest calibrated.

Torch light -4 Batteries type: - 2nos

H. House Keeping

Proper House Keeping (excluding gardening) of various units, interior & exterior of treatment plant buildings, filter house and premises as well as surrounding area within the boundary wall shall be under the scope of work of the contractor. The contractor shall take care to maintain the building and premises neat and tidy manner.

The contractor should periodically clean the treatment plant premises viz. uprooting of rank vegetation, grass brush wood tees and sapling of girth etc. as per direction of engineer I/c.

I. STATUTORY OBLIGATION:

1. The Agency/ Firm shall be directly responsible for payment of wages (including other benefits like E.P.F. & E.S.I) to his man power engaged under this contract at his own cost. When the contract terminates there shall be no physical or moral pressure on the institute, on grounds of “person/ resources displace from job”.
2. Month wise detailed statement of wages paid to the employees including E.P.F/E.S.I deduction should be enclosed along with the monthly bill by the Firm/ Agency and submitted to the designated Officer of the institute.
3. The Agency should have E.P.F registration No. and a valid labour license under section 7 of the contract labour (R & A) act, 1970 and contract labour (R & A central Govt. rules, 1971).
4. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Govt. & State Govt.
5. The firm/Agency shall comply the regulatory clauses of labour Act and shall not engage any minor under this contract.
6. All safety measures must be taken care of, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Firm/Agency. The institute shall in no way be liable for any such incident.
7. 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.
8. The Registrar or an Officer explicitly authorized by him will represent the institute in all dealings with the Firm/ Agency.
9. 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.

J. COMMERCIAL TERM AND CONDITIONS

1. The successful bidder/ firms shall deposit the Bank Draft of an amount equal to one month’s contract value from a nationalized bank in favour of National institute of Technology, Rourkela as Security Deposit. The security money shall be released within one month after realization of the institute dues; if there would be any on termination 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. The Agency shall submit a monthly claim (the mutually agreed rate as per the contract) to the institute through the designated officer of the institute, who shall endorse a certificate on the bill for the services rendered by it during that month. The payment of certified monthly bill shall normally be made within fifteen days from the date of receipt of the bill.
4. The EMD/security amount **Rs. 67, 000.00** will be deposited along with the tender documents which was retained with N.I.T Rourkela till the maintenance period is over. Unsuccessful tenderers will get back their EMD/SD after official procedure. The successful tenderer on receiving the letter of intent/work order, will deposit 2.5 % of the value(After deducting the EMD amount) of the contract in favor of NIT, Rourkela towards initial security deposit within 7 days failing which the Order may be treated as cancelled. The security amount will be retained with N.I.T Rourkela till the maintenance period is over. After successful completion of the job the SD amount will be released after one month of completion of the maintenance period.

K. CONTRACT VALIDITY:

1. The contract shall be initially for a period of one year from the date of awards subject to continuous satisfactory performance. However, this will be reviewed at the end of each year based on the performance and if found satisfactory it will be renewed for Two years more. On year to year basis at the sole discretion of the Director, NIT Rourkela. The contractor is obliged to enhance the wages paid to its own employee accordingly.

2. The contract can be terminated under any one of the following circumstances.
 - a. By giving one month's notice by the institute, anytime without assigning a reason. If the opinion of the authorities such termination is in the interest of the institute. This termination will not be challenged by the Contractor.
 - b. The Firm/Agency not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the performance of the contractor meets specification or is deficient and to what degree. In such case the notice period shall be one week without any compensation.
 - c. For committing breach of the term & condition of the contract or assigning the contract or any part thereof by the Agency to any third party. The Notice period shall be one week without any compensation.
 - d. The Firm/ Agency 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, stealing 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.

During the notice period for termination of contact in any of the situations contemplated above, the contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the contractor to remove all the persons and/ or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT Rourkela.

L. JURISDICTION AND RIGHT TO AMEND RULES:

- 1) The institute reserve the right to amend the rules whenever and wherever considered necessary and appropriate. The same shall be intimated to the contractor 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 or his decision is final and binding on both the parties as per the provision 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.

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