



# NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA-769008, ODISHA

Tender Notice No.: NITR/PW/2020/217

Date: 24/12/2020

## TENDER FOR PROVIDING DESK ASSISTANCE IN NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

Sealed Tenders are invited through e-Procurement portal (<https://eprocure.gov.in/eprocure/app.>) from interested and eligible firms / companies / proprietors for providing Desk Assistance on the following terms and conditions.

### 1.

- |  |                          |
|--|--------------------------|
| a) Bid Security Declaration                                  | <b>ANNEXURE-1</b>        |
| b) Check list for preparation of Bid/Tender                  | <b>ANNEXURE-2</b>        |
| c) Instruction to tenderer and tender processing formality   | <b>ANNEXURE-3</b>        |
| d) Letter of Undertaking and Format of particulars of tender | <b>ANNEXURE-4&amp;4A</b> |
| e) Financial Capacity  | <b>ANNEXURE-5</b>        |
| f) Price bid /quoted price format                            | <b>ANNEXURE-6</b>        |
| g) General Conditions of Contract                            | <b>ANNEXURE-7</b>        |
| h) Special conditions of contract                            | <b>ANNEXURE-8</b>        |

### 2.

#### 2.1 Important Dates

- Last date of submission of bid on **15/01/2021 by 11:00 AM** e- Procurement Process (<https://eprocure.gov.in/eprocure/app.>)
- Opening of Techno-commercial Bid** of the tender on **18/01/2021 at 11:00 AM.**
- Tender need to be submitted through online mode of e-Procurement module of CPP Portal, Govt. of India <https://eprocure.gov.in/eprocure/app/> only.

**2.2** Tender document is available in e-Procurement module (<https://eprocure.gov.in/eprocure/app.>) or may be downloaded from the website of National Institute of Technology, Rourkela i.e. [https://nitrkl.ac.in/OldWebsite/Jobs\\_Tenders/11Miscellaneous/Default.aspx](https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx)

### 3 Nature and Scope of Work

- The contract involves "**Desk Assistance in National Institute of Technology, Rourkela.**"
- The contract is basically a job contract and involves no control of NITR over the staff of the contractor except ensuring services to the best of satisfaction to the authority and to provide an office friendly atmosphere.
- The period of the contract will be initially for **one year** from the date of issue of work order which may be extended for one more term based on the satisfactory of services.
- The contract price is inclusive of all taxes and duties & G.S.T(as applicable). Contractor is to bear all incidental cost/tax connected to the execution of the contract.

- V. The work may be divided among more than one party subject to matching with lowest price determined in the tender process.
- VI. The tender may be cancelled without assigning any reason.
- VII. Revocation/withdrawal from tender at any stage before or after opening of price bid is subjected to declaration attached at Annexure-1.
- VIII. Bringing in outside influence or entering in to unsolicited correspondence / communication will entail rejection of tender and a proceeding for blacklisting.

#### **4 ELIGIBILITY:**

- I. **Status:** - The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidder in the form of JV/consortium may be permitted. A proof on status the bidder shall be submitted. The firm should have an office at Rourkela / Odisha.
- II. **Financial Capacity:** The bidders should have the **minimum turnover of Rupees Fifteen Lakhs** during the **last financial years (2018-19)**. Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and/or capable to sustain, itself financially till bills are processed & payment released.
- III. **Experience:** At least three years' experience in the similar work.
- IV. **Registration:** The Bidder should be registered under GST Act, the labour laws (should have valid labour license), Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof shall be submitted.
- V. The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

**Sd/-  
REGISTRAR**

**BID SECURITY DECLARATION**

Tender Ref. No.: \_\_\_\_\_ Dated.: \_\_\_\_\_

Tender ID.: \_\_\_\_\_

To

**The Registrar,  
National Institute of Technology, Rourkela  
Sundargarh, Odisha-769008**

The undersigned, declare that I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified/ suspended from bidding for any tender /contract in your Institute (NIT Rourkela) for a period of Five Years from the date of notification of present tender, if I am /We are in a breach of any obligation under the bid conditions as under, if I/We

- a) Withdraw/modify/amend, impair or derogate the tender/bids, during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) fail or refuse to execute the contract, if required, or
  - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

**Signed:** (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

**Name:** (insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing) Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

**CHECKLIST FOR TENDERER**

<b>Sl. No</b>	<b>Particulars</b>	<b>Yes/No</b>	<b>Page No.</b>
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted Tender Cost(Non-refundable ) of Rs.500/-(Rupees Five Hundred only) to the Registrar NIT, Rourkela through Post /Courier?		
4.	Have you submitted the "Bid Security Declaration"		
5.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the the e-Procurement module of CPP Portal, Govt. of India <a href="https://eprocure.gov.in/eprocure/app/">https://eprocure.gov.in/eprocure/app/</a>		
6.	Have you attached proof of having met the eligibility criteria?		
7.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
8.	Registration with Government bodies like IT, GST, ESIC, EPF Labor License, and Legal Entity – Have you attached a copy of each of the certificate?		
9.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
10.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
11.	Has your Techno-commercial Bid been submitted as per the requirements of the Tender?		
12.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app/">https://eprocure.gov.in/eprocure/app/</a>		
13.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement Portal <a href="https://eprocure.gov.in/eprocure/app/">https://eprocure.gov.in/eprocure/app/</a>		

**Signature of Tenderer**

**NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA****INSTRUCTIONS TO TENDERERS****TENDER NOTICE NO: NITR/PW/2020/217****DATED: 24/12/2020**

1. The tenderer shall submit the tender in two parts in the e-Procurement site of Ministry of HRD, Govt. of India (<https://eprocure.gov.in/eprocure/app>) consisting of Part-I (techno-commercial) and Part-II- Financial Bid (i.e. BOQ) each in separate cover. It is mandatory to submit the "Bid Security Declaration" form as mentioned in **Annexure-1**, failing which the bid will be summarily rejected. and Tender cost (Non- refundable) in the shape of **Demand Draft for INR 1000/- (Rupees One Thousand only)** in favor of "**Director, NIT Rourkela**" Payable at Rourkela from any Scheduled Commercial Bank except Co-operative and Gramin bank. Tender Cost should reach physically through speed post/ register post/courier, containing in an envelope & superscripted with subject, tender reference number addressing to **Registrar, NIT Rourkela-769008, Odisha; on or before 18/01/2021 at 11:00 AM.**

Tenders not accompanied with Tender Cost shall be considered as invalid and rejected.

2. Duly filled in tenders are to be submitted electronically in the e-Procurement module (<https://eprocure.gov.in/eprocure/app>) within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
3. The cover containing the fee for Tender Cost shall be opened first at the time of opening of techno-commercial bid. The Part-I offer of the those Tenderers, whose Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
4. The price discovery against this tender will be through e-Procurement.
5. The tender shall be **valid for 90 days** for acceptance from the date opening of the price bid & hence withdrawal in between is subjected to declaration attached at Annexure 1.
6. Tenders not received in the prescribed forms as specified in the invitation to will be liable for rejection.
7. The Tenderer(s) shall dully fill in all particulars in the format as at **Annexure- 1** and it shall form part of tender document under Techno-Commercial bid. Non-submission of duly filled in & signed form of tender shall render the tender invalid.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions of Contract (SCC) & General Conditions of Contract (GCC), form of tender along with the rates quoted against each department / office in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, the later shall prevail.
9. The Tenderers shall furnish the following documents as part of **Techno-commercial Bid**:
  - 9.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:
    - i. In case Of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
    - ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
    - iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital.

- iv. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.

If required the original documents will have to be produced for verification.

- 9.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.
- 9.3 Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of NIT, RKL with Proprietor, Partner – Director of the firm is to be furnished.
- 9.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in NITR or any Government Department/Public Undertaking has been:
  - a. Black listed.
  - b. Removed from the approved list of Contractors.
  - c. Demoted to lower class of job.
  - d. Under Orders for banning of suspending business with him/ them. If yes, give the details indicating the period.

#### **9.5 Banning of Business Dealings:**

- a) If it is found during processing of the Tender or execution of contract the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban or any further business dealings shall be imposed for a specified .
- b) If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the NIT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be impose for a specified period under the laid down procedure of the Company.

#### **9.6 Contractor's Background:**

Persons convicted for any criminal offence involving moral turpitude/economic offences (other than freedom struggle) would not be eligible for execution of Contract and if such a person procures any Contract by suppression of information, it will be cancelled.

#### **9.7 Documents to be submitted**

- (a) RPFC Registration Code Number, if any:
- (b) Registrations with ESI, if applicable.
- (c) Audited Copy of Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years.

(Duly attested by Notary) for **preceding three years** from the date of tender)

- (d) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Bank Mandate Form**.
- (e) Copies of Permanent Account Numbers (PAN Card).
- (f) Copy of the GST Registration
- (g) List of eligible candidates as per contract terms and condition with resume/biodata [Attach separate sheet].
- (h) Copies of Labour License particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, If Any.

**10.** The tenderer is advised to inspect all the departments / offices of the institute & satisfy himself before submitting his tender as to the nature of work. No complaints on these accounts shall be entertained after submission of the tender.

## **11. BID OPENING PROCEDURES**

- 11.1 The Techno-commercial Bids may be opened at NIT Rourkela, on the specified date & time by the Committee authorized by the competent authority of NIT Rourkela.
- 11.2 The financial bids of those bidders whose Techno-commercial Bids are accepted, shall be opened by the Committee on the specified date and time.

## **12. CLARIFICATION ON TECHNO-COMMERCIAL BID EVALUATION**

- 12.1 The techno-commercial bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module (<https://eprocure.gov.in/eprocure/app>). To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing through e-Procurement site.
- 12.2 If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.
- 12.3 Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

## **13. TECHNO-COMMERCIAL SUITABILITY:**

(A) The bid of a tenderer will be assessed by the committee constituted by the Institute. For the techno-commercial suitability of the firm and the personnel to be deployed under his supervision & control, only personnel recommended as suitable shall be deployed by the agency and no other person. In case none of the personnel found suitable of a bidder, it will be treated as **DISQUALIFIED BID** under techno commercial ground.

(B) In case of need additional deployment is permissible from amongst the candidates found suitable for which a list may be maintained which will be valid for a period of one year.

## **14. FINANCIAL BID OPENING PROCEDURE**

The financial bid (BOQ) shall be in excel sheet form. The Financial Bids (BOQ) of all techno-commercially qualified Bidders may be opened on the scheduled date and time.

## **15. FINANCIAL BID EVALUATION**

Being L1 will not be sole criteria for eligibility of award of contract. The feasibility of the price quoted by the bidder will be examined by the committee on scheduled date & time.

**16.** Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount/ quantity not shown in figures and words will be liable for rejection.

17. The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.
18. Tenders(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. BOQ not received in the prescribed format shall be liable for rejection.
19. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
20. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
21. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.
22. The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.
23. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
24. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
25. Authority of NIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties (bidder).
26. Tender documents are not transferable.
27. The Bidding firm/ agency need to submit undertaking/ indemnity bond in stamp paper of Rs. 100/- that employees under his establishment will not claim any permanent position at Institute during and after the contract and that the bidder shall comply with all labour laws as applicable from time to time.
28. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
29. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the NIT website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer NIT. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.
30. **For any clarification:**  
**Please contact:**  
**Assistant Registrar (Purchase and Works)**  
**NIT Rourkela, Rourkela-769008 Ph. No.: 0661-2462051/2082**  
**Email: [purchase@nitrkl.ac.in](mailto:purchase@nitrkl.ac.in)/[sonwanis@nitrkl.ac.in](mailto:sonwanis@nitrkl.ac.in)**
31. Submitted security deposit will be released after expiry of one month of completion of the contract subject to adjustment /deductions of NITR dues if any, provided the amount is sufficient to cover from the Security Deposit.
32. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.



**33.** Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.

- i) Khadi and Village Industries Commission (KVIC)
- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specified by Ministry of MSME/GOI

Date:

Signature of Tenderer

Place:

(Letter head of tenderer)

Ref No: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF UNDERTAKING AND DECLARATION**

**To**

**The Registrar**

National Institute of Technology Rourkela – 769008

Ref: Invitation for Tender No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of **90 days** from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the tenderer is mentioned & attached separately as at Annexure-4A
8. We understand that NIT Rourkela may divide the work amongst the successful bidders who match with the L-1 price.

Yours sincerely

**Authorized signatory of the Tenderer**

**(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)**

**Full name and Designation**

**(ON LETTERHEAD OF THE FIRM)**  
**TENDER FOR PROVIDING**  
**DESK ASSISTANCE CONTRACT AT NIT- ROURKELA**

**Detailed Particulars of the Tenderer**

Sl.No	Particulars	
1.	Name of Agency/ Firm/Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/Residence Ph.no	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Name(s) of Proprietor / Partner / Director	
10.	PAN No.	
11.	E.P.F. Registration No.	
12.	GST Registration No.	
13.	Labor License No.	
14.	Volume of business in the FY	2016-2017
		2017-2018
		2018-2019
15.	Past experience in similar business (enclose relevant documents/order copies of other organizations)	
16.	Income Tax clearance certificate	
17.	Materials, machinery and methods proposed for executing the work	

**Signature of Tenderer**

**FORM FOR FINANCIAL CAPACITY**

**DESCRIPTION**

<b>Description</b>	<b>Financial Years</b>		
	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

**Signature of Tenderer**

NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA

TENDER FOR DESK ASSISTANCE IN NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

**BOQ (Bill of Quantity) / PRICE BID / QUOTED PRICE FORMAT**

[Should only be uploaded in the Price-Bid cover. Not to be enclosed with the Techno-commercial bid]

NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	Any Other Taxes in Rs. P	Any Other Duties/Levies in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1	Description:-									
1.01	Amount per month per person including establishment charges. (will be constant through out the contract period)	1.00	Month					0.00	0.00	INR Zero Only
Total in Figures				Please enter the amount				0.00	0.00	INR Zero Only
Quoted Rate in Words								INR Zero Only		

**GENERAL CONDITIONS OF CONTRACT**

**A. DEFINITIONS**

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology Rourkela.(in short-NITR)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means "the Tenderer" 'whose tender has been accepted and includes the Contractor's authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of NIT-Rourkela or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **NIT** means National Institute of Technology, Rourkela represented through authorized officer for this contract or Director as the case may be.
10. **Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, and Warden, HOD of NIT authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of whatsoever nature required in course of the execution of the contract.
13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post / courier (with POD) to the notified address or the Registered office of the addressee, or the contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno- commercial part, price bid part.
16. **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.

17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

**B. RESPONSIBILITIES OF NIT OFFICIALS**

20. The duty of NIT's representative is to watch and oversee the work. He / She shall have no authority to relive the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

**C. ASSIGNMENT AND SUB-CONTRACTING**

21. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Engineer.
22. The contractor shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the acts defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

**D. CONTRACT DOCUMENTS**

23. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
24. **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

**E. GENERAL OBLIGATIONS OF THE CONTRACTOR**

- a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.

- b) **Bankruptcy and breach**: A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Rourkela or it is found that the contractor
- I. has abandoned the contract or
  - II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or ,
  - III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
  - IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or,
  - V. Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then NIT may after giving 7 days notice in writing to Contractor, enter upon the site and expel the Contractor there from , without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on NIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However on happening of any eventualities as per above sub clause (I) to (V) the NIT shall be at discretion to terminate the contract by giving 7 days notice and the contract shall stand/ terminated w.e.f the 8<sup>th</sup> day from the date of issue of notice .In any of the eventualities mentioned above in a) to e), NIT shall have the right to take possession of the plants and machineries of the contractor and realise the dues by sale of the said plants and machineries, equipment.

- c) **Illegal gratification , breach of contract**: The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of Annexure-8) , if any bribe gratuity , gift , loan 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 person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- d) **Cartel**: If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)
- e) **Final Certificate**: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.
- f) **Notice**:
- i. **Service of notice on contractor**: Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand or its Registered office or at the Contractor's site office.
  - ii. **Service of notice on NIT**: Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post / courier at the office of registrar NIT Rourkela-769008.



iii. **Change of address:** Any change of address of the contractor shall immediately be notified to the Engineer/ Rep. of NIT.

**g) Safety:**

- i. The contractor will be responsible to ensure safety of the people working under them.
- ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
- iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.

**h)** For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

**i) Policing of the work:** Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

**j) 1. Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

**2. LEGAL COMPLIANCE:** the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:

- a. Payment of minimum wages Act. (Linked to Govt. of India)
- b. EPF Act. (Linked to Govt. of India)
- c. ESI Act. (Linked to Govt. of India)
- d. Contract labour (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.

**k)** The contractor shall not allow any visitor on the work sites, without the prior permission of NIT.

**l)** Order on one or more than one parties may be place on the basis of L-1 quotation and, if required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond Will be decided by NIT at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order /contract is not finalized from the present tender.

**m) ARBITRATION:**

a. **Reference of Disputes to Conciliation / Arbitration:** All disputes or differences arising out of the contract , except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996 , and the provisions made hereinafter in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.

b. **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator.

Upon receipt of notice for arbitration, Director NIT shall propose three names to the Contractor to select one of them to act as sole Arbitrator.

In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names, shall on behalf of both side then Director, NIT shall request any one out of the said three persons to act as the sole arbitrator.

The Arbitrator shall deal independently and impartially. The Arbitrator shall, from the time of his entering upon reference and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality.

c. The arbitral tribunal shall be free to determine its own rules of procedure & fees which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter, in conformity with Arbitration and Conciliation Act, 1996.

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The venue of the tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at any other places, for convenience in recording evidence.

d) **Work to continue during Conciliation / Arbitration:** Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

**n. AMENDMENT:**

Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or it's duly, authorized representative.

**o) JURISDICTION:**

The competent court at Rourkela shall have the exclusive jurisdiction upon any matter arising out of this contract.

**SPECIAL CONDITIONS OF CONTRACT**

**A. SCOPE OF WORK/ ELIGIBILITY:**

**(1) For Desk Assistance**

- (a) Day to day office work.
- (b) Replacement/transfer/movement of files/documents from table to table.
- (c) Making arrangement for meetings at conference room or other rooms.
- (d) Dak handling.
- (e) Entry in Computer on file movement and the candidate should be well versed with computer literacy.
- (f) Misc. activity as may be prescribed from time to time.

The job to be executed should be to the satisfaction of HOD/ faculty/officer in charge designated by the Institute and it is expected and they should report to the office to Registrar.

**(2) MINIMUM ELIGIBILITY CRITERIA OF THE CANDIDATE:**

- II) Education Qualification: Graduation in any discipline.
- III) Age : Not below 21 years & not above 55 years.
- IV) Experience : Candidates having experience will be given preference.

Note: - All the eligibility criteria will be calculated as on last date of the submission of the bid.

(3) During the contract period if any Desk Assistant is found not suitable for the desired work the agency shall withdraw him forthwith and may arrange a substitute if need be.

**B. OTHER TERMS & CONDITIONS:**

1. The contractor after award of contract shall mobilize its resources for execution of the work as per terms of contract.
2. The contractor shall discharge its responsibility strictly adhering to this scope and shall ensure services as per the contract.
3. The contractor while discharging, its aforesaid responsibility shall carry out the instructions of HOD/ faculty/officer in charge from time to time.
4. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside the office. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
5. Payment will be made/ released on monthly pro-rata basis extended to the agency/firm/contractor during the preceding month based on the certification by concerned HOD/ faculty/officer in charge.
6. The assets and equipment provided by the Institute shall be property of the Institute and agency/firm/contractor shall be merely the custodians of such assets and equipment. On termination/ expiry of contract. Any such property shall be handed over to the Institute in proper working condition.

**C. LIQUIDATED DAMAGES**

The agency/firm/contractor shall ensure services indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for **liquidated damages as deemed fit by the Institute authority subject to maximum 10% of monthly bill.**

**RISK AND COST**

1. In case of stoppage of performance or non-attendance to the job in extending sanitation services as spelt out in scope of work and frequency, on any day or part of the day or days, this being an essential service without any reference, the job shall be forthwith executed by the NITR at the risk and cost of the agency/firm/contractor through alternate source.
2. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part or full.

**D. PAYMENT TERMS:**

- i. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid against the bill on monthly basis for the work done during the previous month.
- ii. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' permanent employees and his laborers' contribution towards PF and pension with his jurisdictional RPF commissioner and also proof of payment of wages to his workmen in presence of the authorized representative of the employer shall be prepared and submitted by the contractor for the work done during the previous month within seven days from the expiry of the previous month.
- iii. Payments against on-account bills shall be released through a crossed account payee cheque or through bank transfer within 30 days from the date submission of clear invoices and PF documents and any others document by the contractor. For this purpose the contractor should give the details of the name of the bank, branch and account no. before submission of the first bills.
- iv. Payment shall be regulated as per terms of contract.
- v. Deduction of applicable taxes will be made including TDS & certificate will be issued by finance & accounts department for such deductions.

**E. Work to the satisfaction of NIT:** The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract. Only lady staff should be deployed in those building where only women are allowed to execute job. In all other places the contractor is free to deploy his manpower male or female as the case may be.

**F. Contract Validity:** Initially the contract period will be for one years. Further, it may be extended one more year subjected to satisfactorily performance and requirement of the Institute on the approval of competent authority.

**G. Termination of Contract:** The Institute reserves right to terminate the contract at any time without prior notice to agency/ firm. And on termination of contract of the firm the man power engaged by it shall also be presumed as terminated.

- H. **Security Deposit:** 3% of Contract Value should be deposited to the Institute within 15 days from the date of issue of Purchase Order, in shape of Demand Draft (DD)/Bank Guarantee in favor of Director, NIT Rourkela and payable at Rourkela from any Schedule Commercial Bank except Co-operative and Gramin Bank. And Performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the suppliers including warranty obligation.
- I. **INDEMNITY-** The contractor shall indemnify NITR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the contractors.

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