



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

(ADVERTISED TENDER NOTICE NO.: NITR/PW/EM/2020/66

Dated: 09/06/2020)

Back up supply to Mechanical Science & LA-II buildings at NITRKL

Sealed tenders are invited through e-Procurement Portal of Ministry of HRD, Govt. of India <https://mhrd.euniwizarde.com/> from **Reputed DG manufacturers(OEM) OR Electrical Contractors** having valid registration with PWD (Odisha State) / CPWD / PSUs /Autonomous Institutions with Valid Electrical License of Odisha state having sound financial status, machinery, resources and experience in execution of similar works.

Name of the work	Time of completion
Back up supply to Mechanical Science & LA-II buildings at NITRKL	18 months

1. Sealed tenders on **Item rate basis** are invited in the prescribed form for execution of **Back up supply to Mechanical Science & LA-II buildings at NITRKL.**

Original equipment manufacturer of approved make DG

Or

The contractors who fulfil the following requirements shall be eligible to apply.

Should have successfully completed similar works during the last seven years ending **31st March 2019**, as a prime contractor satisfying either of the following:-

- a) Three similar completed works each costing not less than **₹ 28 Lakhs**

Or

- b) Two similar completed works each costing not less than **₹ 35 Lakhs**

Or

- c) One similar completed work costing not less than **₹ 56 Lakhs**

Similar work shall mean Electrical works in **DG installation along with panel installation, cable laying and termination etc.** Preference will be given to firms who have done similar works in educational and research institutions of repute.

(a) Validity of Tender : 120 days from the date of opening

(b) Pre-bid Conference : 22/06/2020 at 03:00 PM

(c) Last Date of Submission : 30/06/2020 by 11:00 AM

(d) Date & Time of Opening of Bid(Cover I & II) : 01/07/2020 at 11:00 AM

Questionnaire to tenders is given in the Annexure-I

10. The time allowed for completion of the work is **18 months**. The date of commencement of the work is reckoned from the date of Letter of Intent/Work Order. Time shall be considered the essence of the contract.
11. **The rate quoted should be net, inclusive of packing, forwarding, freight, insurance, loading, un-loading & all other essential works for installation of DG, AMF panel, fuel tank etc as required (e.g. necessary foundation work & others)**. Quoted rate should be firm throughout the tenure of the contract(including extension of time, if any, granted on request of the contractor) and will not be subject to any fluctuation due to increase in cost of materials, unless specifically provided in the documents variation clause enclosed in the tender.
12. Water and electricity required for the completion of the construction shall be provided by the institute at free of cost. However, the contractor will have to make arrangement of pipe line for water and electric poles, wires, cable etc .for electricity.
13. **Labour rate** will be as per **GOI Ministry of Labour and Employment Notice** applicable for Group B City and will be revised as govt. Notification time to time. However contractor's profit will be remain unaltered throughout the contract period.
14. The tenderer shall submit his tender after carefully examining the whole of the tender document and the terms and conditions of contract, the drawing and specifications, the schedule of quantities etc. and also after examining the site and conditions prevailing in and around site.
15. This notice inviting tenders, the conditions of tender and the duly completed form of tender etc. will form part of the Agreement to be executed by the successful tenderer with the Owner.
16. The competent authority on behalf of National Institute of Technology, Rourkela does not bind him to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
17. Quotations shall remain valid for a **period of 120 days** from the date of opening of the tender, which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the initial validity **period 120 days** .
18. Tenderers must include in their rates, GST or any other tax & duty or other levy by the central and state government or any other tax & duty or other levy or to be levied in future by the central government or state government or local authority if applicable.
19. The Contractor has to pay building and other construction workers welfare cess @ 1% on the cost incurred on the construction work under BOCW (RE & CS) Act 1996.
20. The Contractor shall conform in all respects with the provision of any such Statue, Ordinance or Law as aforesaid and the rules, Regulations or Bye-Laws of any local or other duly constituted authority which may be applicable to the Works.
21. The Contractor shall comply with all rules framed from time to time by Government (Central or State) or other local authority and legislations governing labour for the protection or health, sanitary arrangements, wages, welfare (including EPF, ESI etc.) and safety of workers.
22. This contract shall be an item rate contract. The contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of any non-schedule items (i.e. extra item) shall be derived as per conditions of this contract.
23. The tender drawings exhibited/enclosed are preliminary drawings intended for the guidance of the Contractor only. They may be subject to revision and alteration without vitiating any of the terms of the contract and the contractor shall be bound to execute the works as shown on the final drawings without claiming any extra payment.

24. No correspondence will be entertained in respect of this tender other than any clarification strictly pertaining to this tender.
25. All the correspondence and documents shall be in English only.
26. The tender price quoted by a tenderer shall be kept strictly confidential by them and shall not be divulged to any other party even approximately before the time limit for delivery of tender. The only exception be for obtaining an insurance quotation, you may give your insurance company or agent any essential information they ask for, so long as it is done in strict confidence. No information about others tender price should be obtained and no arrangement with anyone else should be made whether or not he submitted the tender.
27. For electrical works, tenderer must possess or obtain necessary license from the competent authority valid in Odisha, wherever applicable.
28. For some items, unit quantity has been indicated in the BOQ for various buildings which may be executed if found necessary. No claim however will be entertained for any variation or deletion.
29. List of approved Makes / Brands / Agencies is enclosed. However the final choice of brand will be as per the decision of the engineer-in-charge.
30. In case of any variation of rate for similar non schedule items for various buildings, the lowest indicated rate shall be followed.
31. In case of any typing error in the DSR item or rate, relevant item, and related Code number of DSR schedule shall be followed.
32. During course of actual execution, any item available in one building can be followed for other building also, if found necessary, under the complete scope of work.
33. Any clarification required by tenderer may be informed positively by **22/06/2020 at 03:00 PM** which will be clarified during Pre-bid meeting.
34. Tenderers are requested to be present at the time of opening of the bids for discussions, if any.
35. **Major items like DG set, AMF panel, Cable etc will be dispatched from the manufacturers only after due inspection by NIT Rourkela at respective sites. Necessary arrangement for inspection has to be done by the successful bidder.**
36. Details including our prescribed format for prequalification, BOQ, General Conditions and Special Conditions of Contracts etc. are available in our website at https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/7Construction/Default.aspx
37. GST will be extra as per applicable rate.

38. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal (<https://mhrd.euniwizarde.com>) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Wizard Portal. For more information, bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

38.1 REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the eWizard Portal. Bidders to register upon enrolment their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption

key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

3. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
4. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
5. Bidders must ensure that they have the latest version of Java installed in their local system.
6. The scanned copies of all original documents should be uploaded in pdf format on portal <https://mhrd.euniwizarde.com>
7. After completion of registration payment, you need to send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.

38.2 TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

38.3 BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

38.4 BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.

4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

38.5 AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

38.6 ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. e-Procurement support any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the **24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, Shri Chandan Kumar (+91-935503065); Er Sanjeet Kumar Jha (+91-8882495599), 9355030626.**

Email Support:

For any eProcurement Application Service Requests and Technical issues related to Document Uploads, Tender Publishing, Issue of Corrigendum, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation, Bid Submission, system users may please mail to Sanjeet Kumar Jha ewizardsanjeet.kumar@gmail.com

REGISTRAR
National Institute of Technology
Rourkela-769008 (Odisha)
Fax: 0661-2462022
Ph No: 0661-2462021

ANNEXURE - I

NAME OF WORK: Back up supply to Mechanical Science & LA-II buildings at NITRKL

QUESTIONNAIRE / INFORMATION TO BE SUBMITTED BY THE PROSPERITY BIDDERS

Brief work plan (PERT/Bar Chart) for execution of the major projects within 6 months to be submitted.

1. What should be your site organization including engineers to be deployed at site?
2. Brief details of similar works executed by your firms during last 3 years. This should include cost, time of actual start/completion, analysis schedule, specifications adopted etc.

REGISTRAR

**National Institute of Technology
Rourkela-769008 (Odisha)
Fax: 0661-2462022
Ph No: 0661-2462021**

CHECK LIST FOR PRE-QUALIFICATION

Forms to be filled in properly.

1. Form-A: This form (check list)
2. Form-B: Letter of Transmit
3. Form-C
4. Form-D
5. Photocopy of documents to be attached.
 - a) Valid license should include valid Electrical license of State of ODISHA.
 - b) Work orders executed of last 3 years.
 - c) TAX Clearance Certificate, PAN Card & GST Registration
 - d) Performance report from authority/officer having rank not below Executive Engineer for Govt./PSUs and General Manager for private firms with specific mention about the project components, scheduled and actual time of completion, final project value etc. to be submitted.
 - e) List of equipment in possession.

(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: Back up supply to Mechanical Science & LA-II buildings at NITRKL

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 D 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.
4. I hereby accept the rules and procedures of the Institute for pre-qualification of Contractor 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. DETAILS OF REGISTRATION _____
5. PAN CARD,GST No. TAX CLEARANCE CERTIFICATE
6. VOLUME OF BUSINESS IN LAST THREE FINANCIAL YEARS
2016-17 Rs _____
2017-18 Rs _____
2018-19 Rs _____
7. FIELD OF SPECIALIZATION
8. IMPORTANT JOBS EXECUTED IN GOVT./PSU INCLUDING SPECIFICATIONS,
MATERIALS USED ETC.
9. IMPORTANT JOBS IN HAND AND THEIR STATUS
10. ANY OTHER INFORMATION REGARDING TECHNICAL CAPABILITY

(Signature of the Agency)

FORM-D

Annexure to application for pre-qualification

WORKS COMPLETED AND IN PROGRESS DURING THE LAST 3 YEARS (INCLUDING ALL WORKS AWARDED)

{ADD ADDITIONAL SHEETS, IF NECESSARY}

SL.NO	Name of work and work order number	Date of Start	Date of completion		Tendered Cost	Complete address of the Authority for whom the work was done
			Scheduled	Actual		

APPROVED MAKE OF ELECTRICAL ITEMS

Sl. No.	Equipment description	Approved Make
01	ACB	Siemens (3WL), Schneider (MVS), Legrand (DMX3)
02	MCCB, MPCB	Siemens (3VL), Schneider (CVS), Legrand (DRX & DPX)
03	MCB, RCCB, RCBO, Surge Protectors, DB and other LT switchgear	Siemens (Betagard), Schneider (Acti9), Legrand (DXQ & Ekinox)
04	Change-over switch	Havells, Legrand, HPL
05	Motor Starter	Siemens, Kirloskar, Legrand
06	Push Buttons	Siemens, Esbee, Schneider
07	HT & LT XLPE Cable	Polycab, Havell's, V-guard, KEI, RR, Universal
08	FR & FRLS copper wires	Lapp, Polycab, Havell's, V-guard, KEI, RR
09	PVC Rigid Conduits	Berlia, Polycab, AKG, Anchor (Panasonic),
10	Piano reed type Switch and accessories	Anchor (Panasonic), Havell's, HPL
11	Modular Type Switches and Accessories	Legrand (Myris), Crabtree (Athena), Schneider (Zencello), Anchor (Ave),
12	FTL / CFL	Philips, CGL, Bajaj
13	LED Indoor Lights	Philips, CGL, Bajaj, Syska, Jaguar, Moserbear, Havells
14	Outdoor Lights	Philips, CGL, Bajaj, Syska
15	Energy Meters	Alstom, Secure, Schneider
16	Measuring Instruments	Siemens, Schneider, Esbee
17	Fans	Usha, CGL, Bajaj, Havell's, Almonard
18	Poles	Bajaj
19	CT & PT	Kappa, AE
20	Selector Switch	Kaycee, Esbee, Siemens, GE
21	Panel Builders	EAP, Konark Electronic, Swati Industries
22	Bus-trunking, risingmain	Legrand, Schneider, Godrej
23	Raceways and cable trays	Legrand Cablofil, Schneider
24	Cable Joint	3M, Raychem, Jonson
25	Cable Lugs	Dowels, Jonson
26	Cable gland	Dowels, Jonson
27	Astronomical Timer	Schneider, Siemens
28	Outdoor JB	Simtex, Hensel
Any other items as per the approval of the Engineer – in – Charge .		

Note :

- Wherever makes have not been specified for certain terms as equivalent makes referred, the same shall be as per BIS and as per approved by Engineer in charge / Consultant.
- Contractor shall be required to get the finishing items approved in respect of their make, finish, texture and colour etc.

BOM for outdoor type(IP65) AMF panel of 750 KVA DG set

Sl no	Description	Quantity	Unit
1	Incomer: 1250 A TP EDO ACB with OL, SC, EF with microprocessor based protection release (PR121)+ U/V release +NCT.	1	Nos.
2	Breaker control switch, 25 A	1	Nos.
3	225A TP Power contactor , AC3 Duty with 2 NO+ 2NC add on block	1	Nos.
4	Indication lamp	4	Nos.
5	Selector switch 1P, ON/OFF, 6A (22.5 DIA)	1	Nos.
6	Emergency stop push button	1	Nos.
7	6 Amps SP MCB , 10 KA	4	Nos.
8	10 Amps SP MCB, 10 KA	1	Nos.
9	6 Amps DP MCB , 10 KA	2	Nos.
10	16 Amps DP MCB , 10 KA	2	Nos.
11	Auto/ manual selector switch 2P, 2-way+Off, 6A	1	Nos.
12	Cranking relay, 2 C/O, 24 V DC	1	Nos.
13	Hooter, 96 Sq mm, Electronic type, 24 V DC	1	Nos.
14	4 W , Annunciator with T/A/R Push button, 24 V DC	1	Nos.
15	Voltage monitoring relay, 415V AC	1	Nos.
16	Aux relay, 2C/O, 230V AC	10	Nos.
17	ON Delay timer	2	Nos.
18	Automatic Battery Charger, IP 230V AC, OP- 24V DC, 12Amps	1	Nos.
19	Terminal	1	Set

Note: Make of materials should be as per NITRKL approved make list or as per Approval of Engineer-in-charge.

General Conditions of Contract

1 . DURATION OF THE CONTRACT

- 1.1 The Contract will be valid for a period of **18 months** starting from the date of issue of work order.

2. SCOPE OF THE WORK

Details are in the BOQ

3. PAYMENTS:

- 3.1 The Contractor should submit his claim for the services rendered showing distinctly the charges payable.
- 3.2 Payment will be made to the contractor on actual work done basis through running bills against measurement after ascertaining the satisfactory performance of contractual responsibility carried out in the previous period.
- 3.3 No advance payment claims will be entertained.**
- 3.4 Income Tax and any other statutory levies will be deducted at source as per the rules in force from time to time.

4. INDEMNITY BOND

Successful bidder shall indemnify NITR against any claim by any authority. In the event NITR has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this contract, the contractor only should pay such claim/damages and even if NITR is called upon to pay such damages/penalties, the Contractor will reimburse the same. This is subject to the condition that NITR complies with various requirements in respect of the laws applicable to it.

5. TERMINATION OF THE CONTRACT

NITR alone reserves the right to terminate a contract by giving 30 days notice and without assigning any reasons thereof.

6. OTHER TERMS AND CONDITIONS

- 6.1 The contractor shall be responsible for the proper conduct of his staff. Any misconduct by the contractor's staff shall not be tolerated and appropriate action shall be taken by NITR.
- 6.2 The Contractor shall be responsible for payment of compensation and settlement of litigation arising out of dispute between employer and employees and before any including labour commissioner /labour courts relating to the present tender. NITR will no way be responsible on any account whatsoever relating to payment of wages and labour laws. There will be no relation of master and servant between NITR and labourers of the contractor employed for carrying out the day to day maintenance work.

- 6.3 NITR will not be responsible for any accident, death or injury to contractor's employees which would arise during the course of their duty nor shall be responsible or be liable to pay damage or compensation to such persons. The contractor should at all times indemnify and keep NITR indemnified against all claims which may be made under Workmen Compensation Act, 1923 or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into NITR premises has been authorized by the contractor.
- 6.4 If, at any time, during the performance of the contract, the contractor encounter conditions impeding timely performance of service, then they should promptly notify NITR, in writing, of the fact of the delay, the cause of delay and its likely duration. NITR shall evaluate the situation and at its discretion extend the suppliers time for performance and the decision of NITR would be final and binding.
- 6.5 INSPECTION: Materials on its arrival at NITR will be inspected by NITR Engineer in-charge and his/her decision in the matter will be considered final. The rejected materials will be returned to the Contractor for replacement and all charges on the same will have to be borne by the Contractor. Replacement should be carried out within 3 days.
- 6.6 The contractor should have proper telephone numbers and email enabling NITR to contact them at any time.
- 6.7 The Contractor shall have no right, title or interest in the site made available by the NITR for the execution of the work or in the building, structure or work executive in the said site or in the goods, articles or materials etc. brought to the said site (unless the same specifically belong to the contractor) and the contractor shall not have or deem to have any lien whatsoever charge for unpaid bill will not be entitled to assume or retain possession or control of site or structures or materials or equipment and the NITR shall have an absolute right to take full possession of the site and to remove the Contractor, their servants, agents, representatives, materials etc. belonging to the Contractor and lying on the site.
- 6.8 If any damage to any other person/persons at the premises or buildings of NITR, is attributable to the Contractor, such damages should be made good by the Contractor. The contractor shall be responsible for any insurance coverage of their employees.

7. PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT

The Contractor should provide NITR with the Security Deposit through **Performance Bank Guarantee/ Demand Draft** equivalent to **5%** of the contract value from any nationalized/ scheduled bank, in the prescribed format valid for a period of **60 days beyond the date of completion of contractual obligation**. The above Bank Guarantee should be submitted **within 02 weeks** from the date of award of contract and should be valid for **over six months after the expiry of the period of the contract** and extended in case of further renewals of the contract. NITR will be free to en-cash this Bank Guarantee in the event of any failure on the part of the Contractor to meet his obligations under the contract or in the

event of any demand by the concerned Statutory Authorities for the dues from the Contractor at its sole discretion.

After acceptance of the contract if any/all the terms and conditions of the contract is/or violated, NITR reserves the right to terminate the contract. In such cases, the security deposit will be forfeited to NITR at its discretion.

EMD deposited will be converted to PERFORMANCE BANK GUARANTEE/ SECURITY DEPOSIT subjected to adjustment up to 5% of the contract value.

8. DEDUCTIONS ON ACCOUNT OF NON-SATISFACTORY WORK

- a) Damage to NITR assets or equipment's etc., caused by the contractor's staff, the acquisition cost of assets, will be levied as penalty as decided by NITR. The amount of losses/damages will be recovered from either bills/security deposit of the contractor.
- b) In case of any misbehaviour like quarrelling, abusing etc., between the staff employed by the contractor, causing disturbance in the premises: ₹ 500/- penalty per occasion and replacement of such personnel immediately.
- c) In NITR Campus smoking & chewing tobacco etc. is prohibited. Worker who is habitual of these items is deputed in campus if any found violating this rule will be asked to leave the premises and should be replaced immediately.
- d) If specified quality work is not maintained for on account of non-satisfactory work performance, a proportionate deduction for that non-satisfactory work will be made from the bill of the contractor by the competent authority of **NIT, Rourkela**. No correspondence shall be entertained from the contractor if deductions are made due to non-satisfactory work.

9. LIQUIDATED DAMAGE:

- a) In case the firm fail to complete the work within the stipulated time period indicated in the contract, unless such failure is due to force majeure or due to Employer's fault, you shall pay to the Employer by way of compensation for delay and not as penalty, or a sum upto a maximum 10 % of the contract value at the discretion of NIT, Rourkela. The exact value of the delay will be worked out by the Institute following its procedure which shall be binding on you.
- b) LD clause will be applied to every step and will be implemented to every running bill. If the work is beyond schedule, upto 10 % of the bill amount will be retained by the Institute which may be released only if work is accelerated and satisfies the bar chart at a later date. If the completion of the work exceeds stipulated time the withheld money shall be adjusted against the final LD charges.
- c) In case of genuine reason for delay, the same should be brought in writing to the notice of the Institute and extension of time may be sought immediately after the hurdle is encountered. No request for extension of time may be sought after expiry of the completion date.

SPECIAL CONDITION OF CONTRACT

The contractor will take every step for implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Smoking is strictly prohibited at workplace.
2. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
3. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
4. No one is allowed to work without adequate foot protection.
5. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
6. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
7. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
8. Adequate illumination at workplace shall be ensured before starting the job at night.
9. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
10. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
11. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tress-passers from entering the area.
12. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
13. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
14. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
15. A tools and tackles inspection register must be maintained and updated regularly.
16. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
17. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.

18. No children shall be allowed to enter the workplace.
19. All the lifting tools and tackles shall be stored properly when not in use.
20. Clamps shall be used on Return cables to ensure proper earthing for welding works.
21. Return cables shall be used for earthing.
22. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
23. Proper eye washing facilities shall be made in areas where chemicals are handled.
24. Connectors and hose clamps are used for making welding hose connections.
25. All underground cables for supplying construction power shall be routed using conduit pipes.
26. Spill trays shall be used to contain the oil spills while transferring / storing them.
27. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

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