



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

Tender Notice No.: NITR/PW/CC/2021/227

Dated: 25/01/2021

TENDER FOR PASSIVE NETWORKING WORK CONTRACT FOR NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

Sealed Tenders are invited through “e-Procurement” module of CPP Portal (<https://eprocure.gov.in/eprocure/app>) from interested and eligible firms/ companies/ proprietors/ individuals for award of **Passive Networking Work** on the following terms and conditions.

1. List of ANNEXURES

a.	Check list for preparation of Bid/Tender	ANNEXURE-1
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2.1 Important Dates:

- Last date of submission of bid **15/03/2021 by 11:00 AM** through e-Procurement Process.
- Opening of Techno-commercial bid **16/03/2021 at 11:00 AM**
- Tender cost should reach to Registrar, NIT Rourkela-769008 through Speed Post/ Registered Post/ Courier on or before date and time of opening of the techno-commercial bid.(i.e **16/03/2021 at 11:00 AM**)

2.2 Tender document is available in e-procurement module available in CPP portal (<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/8Maintenance/Default.aspx

3. Nature and Scope of Work

- The contract involves “**PASSIVE NETWORKING WORK**” of the institute academic buildings.
- The period of the contract will be three years from the date of issue of work order, unless extended otherwise.
- The contract price is inclusive of all taxes and duties excepting GST. Contractor is to bear all incidental cost/tax connected to the execution of the contract.
- The tender may be cancelled without assigning any reason.
- Revocation/ withdrawal from tender at any stage before or after opening of price bid is subjected to declaration attached in Annexure- 1A
- 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 legally entity either in the form of a sole proprietorship, partnership or a Private 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.
- II. **Financial Capacity:** The bidders should have average annual turnover of Rs. 50 Lacs (Rupees Fifty Lacs) in last 3 financial year (i.e. FY 2017-18, 2018-19, 2019-20). Relevant proof for supporting the above shall be submitted failing which the same shall be treated as void. The firms must be willing and/or capable to invest on month's expenses before being reimbursed the claim. The Institute reserves the right to waive this requirement if convinced of the capability.
- III. **Experience:**
 - a. The bidder must have established in for last 10 years.
 - b. At least 05 years experience in the similar work in government organizations and educational institutes (IITs/NITs/CFTIs).
 - c. Bidder must have valid Electrical license of state of Odisha.
 - d. Minimum two orders for service of **Passive Ethernet Networking** (excluding supply of CAT5/CAT6 cables, Backboxes, I/Os, Jackplanes) in any Government organizations total worth Fourty (40) lakh in last 7 years. (Attach Order copy and completion certificate).
 - e. Minimum two orders for service of passive networking for **Optical Fiber Cabling and Splicing** (excluding supply of Optical Fiber, Pigtail, LIU) in any Government organizations total worth Seventy (70) lakh in last 7 years. (Attach Order copy and completion certificate).
 - f. The bidders should have average annual turnover of Rs. 50 Lacs (Rupees Fifty Lacs) in last 3 financial year (i.e. FY 2017-18, 2018-19, 2019-20). Attach documentary evidence (audited balance sheet) for confirmation regarding turnover. **The turnover refers to a company and not the composite turnover of its subsidiaries / sister concerns etc.**
 - g. Bidder should submit **Solvency Certificate** from bankers.
- IV. **Registration:** The Bidder should be registered with Income Tax, GST, Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof in support shall be submitted.
- V. The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

REGISTRAR

CHECKLIST FOR TENDERER

Sl. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the contract and are willing to abide by them?		
3.	Have you submitted the Bid Security Declaration (Annexure -1-A) and DD for Tender Cost of Rs 1,000/- with the Registrar NIT, Rourkela through Post / Courier?		
4.	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 e-Procurement module of CPP portal?		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF, and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of CPP portal?		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement site of CPP portal.		

Signature of Tenderer

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)

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO: NITR/PW/CC/2021/227

DATED: 25/01/2021

1. The tenderer shall submit the tender in two parts in the e-Procurement site (<https://eprocure.gov.in/eprocure/app>) of CPP portal 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-A, failing which the bid will be summarily rejected.

Tender Cost of Rs 1,000/- (Rupees One Thousand only) shall be deposited in the shape of Banker’s Cheque/Demand Draft in favor of Director, NIT, Rourkela payable at Rourkela from any Scheduled Commercial Bank except Co-operative and Gramin bank and submit the same in a separate envelope with Registrar, NIT Rourkela in the hard form super scribing with the word “Tender Cost”, Tender Notice No. & Tenderer Name with Address.

Tenders not submitted with Bid Security Declaration (Annexure 1-A) and Tender Cost shall be considered as invalid and rejected.

2. Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP portal within the date & time mentioned in the Notice Inviting Tender clause no. 2.1. No tender is acceptable through any other mode.
3. The cover containing the Demand Draft (DD) of Tender Cost shall be opened first at the time of opening of technical bid. The Part-I offer of those Tenderers, whose Tender Cost are found in order and submitted as prescribed at (1) above, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and Part-I 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 withdrawal in between shall entail the forfeiture of Earnest Money.
6. Tenders not received in the prescribed forms as specified in the invitation to Tender will be liable for rejection.
7. The Tenderer(s) shall dully fill in the “Form of Tender” enclosed as Annexure- 4A in the tender documents and submit along with Techno-Commercial Bid (Part-I) of the tender. Non-submission of duly filled in & signed form of tender shall make the tender liable for rejection.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions of Contract & General Conditions of Contract, form of tender along with the rates quoted “Lump-sum (Firm Fixed Price) contract” with the Letter of Acceptance 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 Latter shall prevail.
9. The Tenderers shall furnish the following documents as part of **Techno-commercial Bid, with an index page and serially numbered pages properly:**

- 9.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Limited Company 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 by the tenderer without furnishing the full particulars or submitting 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 NIT 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, 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 period under the laid down procedure of NIT, Rourkela.
 - 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 turpitude/economic offences (other than freedom struggle) would not be eligible for allotment of Contract and if such a person is allotted the Contract by suppression of information, it will be cancelled.

- 9.7 PF/RPFC Registration Code Number, if any:

- 9.8 Registrations with ESI, if applicable.

- 9.9 Copy of Audited Balance Sheet, Profit & Loss Account and Income Tax Return (Duly attested by Notary) for **preceding three years** from the date of tender.
- 9.10 Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
- 9.11 Copies of Permanent Account Numbers (PAN Card).
- 9.12 GST Registration Number and copy of Certificate of Service Tax Registration.
- 9.13 The tenderer is advised to inspect all the institute facilities & 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. The inspection of the site can be made from 08/03/2021 to 12/03/2021 between 03:00PM to 05:00 PM on prior appointment.

10. Financial Bid (BOQ): Bidder should prepare financial Bid in the BOQ as provided in the Microsoft Excel format.

11. BID OPENING PROCEDURES

11.1 The Technical Bids will be opened at NIT, on the specified date & time by the Committee authorized by the competent authority of NIT.

11.2 If the selected bidder does not provide services in the stipulated time, gets terminated or leaves the contract, the selection of next eligible bidder for the same work may be considered.

12. CLARIFICATION ON TECHNICAL BID EVALUATION

12.1 The technical bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of CPPP. 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. TECHNICAL BID EVALUATION

The Selection shall be done in 2-part bid. First the technical bid will be evaluated and those who qualify in it, only their financial bid will be evaluated. The bidders who qualify in the technical evaluation may be intimated through the e-Procurement site. The evaluation shall be done as eligibility criteria stated in ANNEXURE-8.

14. FINANCIAL BID OPENING PROCEDURE

- a. First, the technical bids will be opened by a committee appointed by the Director. At time of Technical Bid evaluation, the shortlisted vendors may be called for detailed discussions at a specified date, time and venue, if required. They may be asked to give demonstration of their product/services, if needed. Financial evaluation will be done for those bidders who will successfully qualify in the technical evaluation.
- b. The financial bids of the bidders found to be unsuitable in technical evaluation will not be opened for commercial evaluation.

- c. Firms whose financial bids are considered unworkable in view of prevailing market condition will be rejected. L1 will be awarded after financial comparative analysis of technically qualified bidders.
 - d. Firms whose financial bids are considered unworkable in view of prevailing market condition will be rejected. L1 will be awarded after financial comparative analysis of technically qualified bidders.
 - e. The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.
15. 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.
 16. 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.
 17. Tenders(s) with rates in units different from those prescribed in “Schedule of Rates” will be liable for rejection. Tenders not received in the prescribed format specified herein shall be liable for rejection.
 18. The rate in the tender shall cover all statutory duties/taxes/levies, as on date of tender, except GST.
 19. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected. Tenderer must go through all the terms and conditions provided in the set of tender document and submit bonafide offer.
 20. 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 tender, the Earnest Money shall be forfeited.
 21. 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.
 22. By submitting a tender for the work, 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 hereto 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.
 23. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
 24. 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).
 25. Tender documents are not transferable.
 26. 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.
 27. 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 and the company shall have no liability whatsoever on the matter.

28. For any clarification: Please contact:

1. HOD, Computer center
NIT Rourkela-769008, Odisha
Phone: 0661-2462670/2671; 9438210277
Email: hod-cc@nitrkl.ac.in

Or

2. Asst. Registrar (Purchase and Works)
NIT Rourkela, Rourkela-769008
Ph. No.: 0661-2462051/2082;
Email: purchase@nitrkl.ac.in; sonwanis@nitrkl.ac.in

29. **Security Deposit: 3 % of the contract value** should be deposited to the Institute in shape of Demand Draft (DD)/Bank Guarantee in favor of “Director, NIT Rourkela and payable at Rourkela” from any Scheduled 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.
30. Before submitting the tender, the tenderer should ensure that the details/ documents submitted as per the check list.

Date:

signature of Tenderer

Place:

(ON LETTERHEAD OF THE 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 are mentioned attached separately.

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 TENDERER)**TENDER FOR PASSIVE NETWORKING WORK 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	2017-2018:
		2018-2019:
		2019-2020:
15.	Volume of business in previous financial years with NIT-Rourkela (if any)	2017-2018:
		2018-2019:
		2019-2020:
16.	Past experience in similar business (enclose relevant documents/order copies of other organizations)	
17.	Income Tax clearance certificate	
18.	Materials, machinery and methods proposed for executing the work	

Signature of Tenderer

FORM FOR FINANCIAL CAPACITY**Description:**

Description	Financial Years		
	2017-18	2018-19	2019-20
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Signature of Tenderer

**NATIONAL INSTITUTE OF TECHNOLOGY
RORUKELA**

ANNEXURE-5

**Tender Notice No _____ Date _____
TENDER FOR PASSIVE NETWORKING WORK CONTRACT AT NIT-RORUKELA
BOQ (Bill of Quantity) /PRICE BID / ESTIMATED PRICE**

Sl. No.	List of Services to be Hired	Tentative Quantity	Estimated Rate in Rs.	Estimated Price In Rupees (without GST)	Quoted Price
1.	Laying and labeling of UTP CAT 6 cable (supplied by NIT) through concealed pipe, welding, wall cutting, drilling, finishing wall by cement plaster etc. (Concealed)	18,000 mtrs	13.00	234,000.00	Do not write here. Fill the Quoted price column in excel sheet provided in BOQ at e-procurement site.
2.	Laying and labeling of UTP CAT 6 cable(supplied by NIT) on wall through PVC pipe (Surface) It includes supply & fixing of PVC Conduit.	25,000 mtrs	56.00	1,400,000.00	
3.	Fixing, labeling and termination of Patch Panel (supplied by NIT)	120 nos	329.00	39,480.00	
4.	Fixing, labeling and termination of Back box, face plate and I/O(supplied by NIT)	2500 nos	28.00	70,000.00	
5.	UTP Testing with DTX analyzer (for each testing) Documentation per Site (on Paper and CD)	2500 points	156.00	390,000.00	
6.	Installing 6U/12U Rack (supplied by NIT) with Supply and fixing of board with 2 numbers of 5/15A socket and switch (make: Legrand/Schneider) wiring of power cable (2x4 sq.mm. + 1x 4 sq.mm.) included with proper capping.	60 nos	3816.00	228,960.00	
7.	Laying of Optical Fiber Cable through HDPE pipe, welding, wall cutting, drilling, finishing wall by cement plaster and painting etc. It includes supply & fixing of HDPE pipe	2500 Mtrs.	145.00	362,500.00	
8.	Laying of Optical Fiber Cable through existing HDPE pipe. (Cable will be supplied by NIT Rourkela)	3500 Mtrs.	25.00	87,500.00	
9.	Laying of Optical Fiber Cable through PVC pipe. Welding, wall cutting, drilling, finishing wall by cement plaster and painting etc. It includes supply & fixing of PVC pipe.(Cable will be supplied by NIT Rourkela)	1000 Mtrs.	137.00	137,000.00	
10.	Road Punching	150 Mtrs.	990.00	148,500.00	
11.	Excavation and back filling including supply of protection bricks and sand in three side of HDPE pipe	1500 Mtrs.	258.00	387,000.00	
12.	Installation of LIU, Network Rack and OFC dressing	20 Nos.	385.00	7,700.00	
13.	Splicing of pigtail	400 Nos.	610.00	244,000.00	
14.	OTDR Testing for OFC (1 test for 1 fiber)	200 Nos.	320.00	64,000.00	
15.	Cement Rout marker(Mentioning NITR OFC in black over yellow)	100 Nos.	2200.00	220,000.00	
16.	Rout marking paint on wall(Mentioning NITR OFC in black over yellow)	200 nos.	200.00	40,000.00	
Total financial bid				4,060,640.00	

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.
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 and the General conditions of the contract 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.

B. RESPONSIBILITIES OF NIT OFFICIALS

19. The duty of NIT's representative is to oversee and supervise the work. He / She shall have full authority to relieve 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

20. The contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of NIT.
21. 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

22. **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.
23. **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 therefrom, 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 wef the 8th 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 date of the said plants and machineries.

- c) **Illegal gratification, breach of contract:** The contract may also be terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of ANNEXURE-7), 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) **Final Certificate:** The contract shall not be considered as completed until a Final Certificate has been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor shall submit a no dues certificate evidencing closure of contract.
- e) **Notice:**
 - i. **Service of notice on contractor:** Any notice given to the Contractor under the terms of the contract shall be served by the Engineer or his representative by registered post / courier to, or leaving the same, at the contractor's notified address or as 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.

- f) **safety:**
- i. The contractor will be responsible to ensure safety of the workmen 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.
 - iv. 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.
- g) **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.
- h) **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.
- i) The contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
- j) 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. Tenderers who refuse to give performance guarantee bond is subjected to declaration attached in Annexure- 1A and they will not be considered in re-tendering if order /contract is not finalized from the present tender.

k) **ARBITRATION:**

- i. **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.

- ii. **Appointment of Arbitrator:** In the event of failure of conciliation, that dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, NIT Rourkela.

When a party sends a notice for arbitration to the said authority, within a period of thirty days, a panel of three names suggested by the said authority, will be forwarded to the party demanding arbitration. The party shall choose one of those persons, who will be appointed as the 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 then said authority will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment 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. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

- iii. The arbitral tribunal shall free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings and shall follow such procedure thereafter.

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 arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the arterial tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

- iv. **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.

1) **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.

- m) **JURISDICTION:** the competent court at Rourkela shall have the exclusive jurisdiction upon any matter arising out of this contract.

Special Condition of Contract**SCOPE OF WORK****A. GENERAL INSTRUCTIONS:**

1. NIT, Rourkela invites tenders from authorized vendors for installation and execution of passive network connectivity components for institute computer networks.
2. Bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under the scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
3. The vendor has to receive the hardware as and when necessary during course of execution of work from Computer Center store and return the same to Computer Center, if the quantity received by the firm exceeds the quantities used during execution of work.

The payment for service provided for executing required quantity shall be paid on actual measurement basis and will be certified by HOD, Computer Centre of NIT, Rourkela.

4. Wastage of CAT 6 cable should not exceed 3% of the bundle issued.
5. The installation of passive connectivity components shall be accepted by NIT, Rourkela only after successful testing.
6. **Minor Repair/Refurnishing work owing to damage caused due to cabling or any other work related to this should be borne by the firm.**
7. **The firm should mention the unit price as well as the total price for following service components for evaluation and future use.**

B. REQUIREMENTS:

Sl. No.	List of Services to be Hired	Tentative Quantity
1.	Laying and labeling of UTP CAT 6 cable (supplied by NIT) through concealed pipe, welding, wall cutting, drilling, finishing wall by cement plaster etc. (Concealed)	18,000 mtrs
2.	Laying and labeling of UTP CAT 6 cable(supplied by NIT) on wall through PVC pipe (Surface) It includes supply & fixing of PVC Conduit.	25,000 mtrs
3.	Fixing, labeling and termination of Patch Panel (supplied by NIT)	120 nos
4.	Fixing, labeling and termination of Back box, face plate and I/O(supplied by NIT)	2500 nos
5.	UTP Testing with DTX analyzer (for each testing) Documentation per Site (on Paper and CD)	2500 points
6.	Installing 6U/12U Rack (supplied by NIT) with Supply and fixing of board with 2 numbers of 5/15A socket and switch (make: Legrand/Schneider) wiring of power cable (2x4 sq.mm. + 1x 4 sq.mm.) included with proper cashing capping.	60 nos
7.	Laying of Optical Fiber Cable through HDPE pipe, welding, wall cutting, drilling, finishing wall by cement plaster and painting etc. It includes supply & fixing of HDPE pipe	2500 Mtrs.
8.	Laying of Optical Fiber Cable through existing HDPE pipe. (Cable will be supplied by NIT Rourkela)	3500 Mtrs.
9.	Laying of Optical Fiber Cable through PVC pipe. Welding, wall cutting, drilling, finishing wall by cement plaster and painting etc. It includes supply & fixing of PVC pipe.(Cable will be supplied by NIT Rourkela)	1000 Mtrs.
10.	Road Punching	150 Mtrs.
11.	Excavation and back filling including supply of protection bricks and sand in three side of HDPE pipe	1500 Mtrs.
12.	Installation of LIU, Network Rack and OFC dressing	20 Nos.
13.	Splicing of pigtail	400 Nos.
14.	OTDR Testing for OFC (1 test for 1 fiber)	200 Nos.
15.	Cement Rout marker(Mentioning NITR OFC in black over yellow)	100 Nos.
16.	Rout marking paint on wall(Mentioning NITR OFC in black over yellow)	200 nos.

C. OTHER TECHNICAL CONDITIONS:

New installation and integration with existing LAN setup includes but not limited to the following tentative work:

1. Indoor UTP Cable Laying through PVC Pipe including all materials
2. Installation of I/O /Crimping/Patch Panel/ Rack
3. Laying and termination of CAT6 UTP Cable. All cabling must be “structured”.
4. Network documentation (on Paper and CD)
5. All CD’s, stationery and similar accessories made available by the vendor would be handed over by the contractor to NIT after installation work is over.
6. Labeling of Cables, I/Os, Jack Panel for new connections
7. Repair/Refurnishing work owing to damage caused due to cabling or any other work related to this Project. There should not be any hanging or uncovered wire.
8. The bidder shall also be responsible for deputing qualified personnel for installation, testing, commissioning and other services under his scope of work as per this specification. All required tools and tackles for completing the scope of work as per the specification is also the responsibility of the bidder.
9. The installation of equipment shall be accepted only after installation tests are over.
10. During installation of LAN bidder should ensure day-to-day functioning of official work and existing network setup/connectivity/internet connectivity should not get disrupted.
11. The bidders proposal shall include the list of tools (such as crimping tool, Krone punch tool) and other accessories, which are required for installation of the connection. No separate charges for fixing/crimping/other connection charges would be paid by NIT, Rourkela.
12. Scope of work shall also include:
 - a. Power supply and making the system ready for testing and commissioning.
 - b. Testing of LAN Cables after laying, terminations and ferruling at both the ends. All testing tools and instruments shall be brought by the bidder and taken back after the testing.
 - c. Assistance for familiarization and operation of the installed system & services for 6 months after acceptance of system.
13. Services shall be in accordance with the stipulated technical specifications. Deviations from the specifications, if any, shall be clearly indicated along with explanations in a separate statement accompanying the quotation.
14. The Institute may accept such specifications that ensure same or higher quality than the specification mentioned in the technical specifications.
15. Compliance of terms with any deviation should be clearly indicated in remarks in separate deviation sheets.
16. Passive connectivity is the responsibility of the firm. In case of any natural calamities or some other exigent circumstances, if any damage occurs to the property of the firm, the NIT, Rourkela will not be responsible for the same. The firm will take appropriate speedy measures for rectification under such circumstances.

D. SAFETY MEASURES:

1. The vendor shall take all precautionary measures in order to ensure the safety of its personnel (representative, agent, subvendors or workmen) working in the campus while executing the work.
2. The vendor shall ensure and bear liability that unauthorized, careless or inadvertent operation of installed equipment, which may result in accident to their staff and or damage to the equipment do not occur.
3. The vendor shall assume all liability and give to the Institute the complete indemnity against all actions, suits, claims, demands, cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to the Institute properly sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workman compensation act or any other statute in force from time to time.

E. OTHER TERMS & CONDITIONS:

1. Machineries & equipment may be provided by the Institute as per availability to be used regularly and proper record regarding usage to be kept. Deliberate misuse/ mishandling shall be the sole responsibility of the agency/ firm/ contractor.
2. The job to be executed as per the Instruction of the faculty/officer in charge designated by the Institute.
3. The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the campus premises and shall maintained record in this regard. Unauthorized entry and deployment of unauthorized persons without prior permissions of the Chief Warden's office is prohibited.
4. Payment will be made/released on quarterly in advance by the agency/firm/contractor during the preceding quarter based on the certification by concerned HOD, Computer Centre.
5. **Deficiency in Service:** If any deficiency in the contract is observed, the inspecting personnel may asses the value of the deficiency and recommend appropriate financial adjustment in the monthly bill.

F. LIQUIDATED DAMAGES

Link down issues must be handled with priority and resolved within maximum 4 hours. (deduction of money as per penalty clause mentioned in Annexure- 8).

The agency/firm/contractor shall ensure extension of the services as per the 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 @ 0.1% per day**, subject to **a maximum limit off 10% of the monthly bill**.

G. RISK AND COST

1. In case of stoppage of performance or non-attendance to the job in extending the services as spelt out in scope of work, 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 NIT 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.

H. 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 on-account 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, along with the certificate from engineer's representative for provision of safety equipment to all his workers 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 within 30 days from the date submission of clear invoices and PF documents and others as in clause 11.2 above 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 RA bills. Final bill will be paid within 60 days on completion of all formalities as per the Terms & Conditions of the Contract.
- iv. Payment shall be regulated as per terms of contract.
- v. The contractor shall observe necessary formalities for engagement of trucks measurement of truck body, loading pattern, issue and admission of challan if required in terms of contract.
- vi. Deduction of applicable taxes will be made the invoice and TDS certificate will be issued by finance & accounts department for such deductions.

I. 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.

J. Security Deposit: 3 % of the contract value should be deposited to the Institute in shape of Demand Draft (DD)/Bank Guarantee in favor of "Director, NIT Rourkela and payable at Rourkela" from any Scheduled 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.

Following Documents to be submitted by bidder for technical bid evaluation

Sl. No.	Head of Requirement	Particulars Enclosed	Page no. of supporting documents
1.	Provide Certificate of Incorporation, PAN, Income Tax Return, GST, Employees Provident Fund Organization, Employees State Insurance Corporation		
2.	The bidders should have average annual turnover Rs. 50 Lacs (Rupees Fifty Lacs) in last 3 finance year (i.e. FY 2017-18, 2018-19, 2019-20). (Provide audited balance sheet and profit loss statement of the firm)		
3.	Years of established in for last 10 years. (Provide PAN card)		
4.	Minimum 05 years' experience in the similar work in government organizations and educational institutes like IITs/NITs/CFTIs (Attach Order copy/ completion certificate)		
5.	Minimum two orders for service of passive network equipment (excluding supply of CAT5/CAT6 cables, Backboxes, I/Os, Jackplanes) in any Government organizations total worth Fourty (40) lakh in last 7 years. (Attach Order copy and completion certificate)		
6.	Minimum two orders for service of passive networking for Optical Fiber Cabling and splicing (excluding supply of Optical Fiber, Pigtail, LIU) in any Government organizations total worth Seventy (70) lakh in last 7 years. (Attach Order copy and completion certificate).		
7.	Bidder should submit Solvency Certificate from bankers.		

Note: Any other points may deemed fit by the committee at time of technical evaluation of bid documents.

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