



**NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA – 769 008, ODISHA**

ADVERTISED TENDER ENQUIRY

Department of Computer & Informatics Centre

Tender Notice No.: NITR/PW/CC/2023/292

Date: 03/01/2023

**“TENDER FOR INTERNET LEASED LINE” 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 **Internet Leased Line** on the following terms and conditions.

1. LIST OF ANNEXURES:

- | | | |
|----|---|-------------------------------|
| a. | Check list for preparation of Bid/Tender | ANNEXURE-1 |
| b. | Instruction to tenderer and tender processing formality | ANNEXURE-2 |
| c. | Letter of Undertaking and Format of particulars of tender | ANNEXURE-3 |
| | | & ANNEXURE-3A |
| d. | Financial Capacity | ANNEXURE-4 |
| e. | BOQ (Bill of Quantity) /Price bid /quoted price/ Schedule of Rates format | ANNEXURE-5 |
| f. | General Conditions of Contract | ANNEXURE-6 |
| g. | Special conditions of contract | ANNEXURE-7 |
| h. | Supporting Documents submission for eligibility | ANNEXURE-8 |

2.1 Important Dates:-

- Last date of submission of tender **09/03/2023 at 10:00 AM** through e-Procurement module of CPP Portal.
- Opening of Techno-commercial Bid of the tender on **10/03/2023 at 10:00 AM**.
- EMD and 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 technical bid.

2.2 Tender document is available in e-procurement module of CPP portal (<https://eprocure.gov.in/eprocure/app>) or may be downloaded from the website of national institute of technology, Rourkela

i.e. [Http://nitrkl.ac.in/oldwebsite/jobs_tenders/8maintenance/default.aspx](http://nitrkl.ac.in/oldwebsite/jobs_tenders/8maintenance/default.aspx).

3. Nature and Scope of Work

- The contract involves “INTERNET LEASED LINE” 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 except GST. Contractor is to bear all incidental cost/tax connected to the execution of the contract.

- IV. The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- V. Revocation/ withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- VI. 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/ Public 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 Zonal or Regional headquarter in Odisha/Rourkela.
- II. **Financial Capacity:** The bidders should have the **minimum turnover of Rupees Fifty Crore (50 Crore)** during the **last three financial years ending on 31st March, 2022**. Copy of audited balance sheet & profit/Loss account must be duly certified by the Chartered Accountant. 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 India for last 03 years.
 - b. At least 03 years' experience in the similar work.
 - c. The bidder must have provided 2.0 (Two) Gbps or more ILL circuit to any Govt. Educational Institute/University/ Tier 2 and Tier 3 Data Centers/ Industries/ Corporate etc. These links should be in active mode in current financial year. (Attach Evidence. Evaluation will be made accordingly by purchase committee)
- IV. **Registration:** The Bidder should be registered with Income Tax, GST and also registered under the labour laws (should have valid labour license), 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.

**Sd/-
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 Demand Draft for EMD of Rs. 2,60,000/- and Tender Cost of Rs 1,000/- to 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

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA
INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO.: NITR/PW/CC/2023/292

DATE: 03/01/2023

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. The **EMD (Refundable) of Rs. 2,60,000/- (Rupees Two Lakhs Sixty Thousand only)** together with **Tender Cost (Non- refundable) 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 should reach physically through speed post/ register post/courier, containing in an envelope & superscripted with the word "EMD and Tender Cost", Tender Notice No. & Tenderer Name with Address addressing to **Registrar, NIT Rourkela-769008, Odisha; on or before 10/03/2023 by 10:00 AM**. And DD for the Tender Cost & EMD should remain valid for a period of 45 days beyond the bid validity period from the date of opening of technical bids. Bid security/EMD of unsuccessful bidders will be returned to them at the earliest and latest on or before the 30th days after the award of the contract without any interest to L1 bidder. Tenders not submitted with EMD and Tender Cost shall be considered as invalid and rejected.
2. Bidders registered with any of the following agencies/bodies as per public procurement policy for Micro & Small Enterprise(MSE) order 2012 are exempted categories from payment of EMD/Bid Security 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 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 Village Industries Commission (KVIC)
 - ii. National Small Industries Corporation (NSIC)
 - iii. Any other body specified by Ministry of MSME/GoI
3. 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.
4. The cover containing the DD for both EMD, Tender Cost shall be opened first at the time of opening of technical bid. The Part-I offer of those Tenderers, whose EMD and 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.
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 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.

8. Tender Documents are not transferable.
9. **The Tenderers shall furnish the following documents as part of Technical 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:
 - a. In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - b. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - c. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital.
 - d. 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 imposed 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 certified by Chartered Accountant & attested by Notary) for **preceding three years ending on 31st March 2022**.

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 Copies of GST Registration Certificate.

9.13 Copies of Labor License particulars under Contract Labor (Regulations and Abolition) Act, 1970 held under Previous Contract, If Any.

9.14 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 between 3:00PM 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 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 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 bidders who qualify in the technical evaluation may be intimated through the e- Procurement site. The evaluation shall be done as per eligibility criteria stated in ANNEXURE – 8.

14. **FINANCIAL BID OPENING PROCEDURE**

The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.

15. The rate in the tender shall cover all statutory duties/taxes/levies, as on date of tender, except GST.
16. 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.
17. 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.
18. 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.
19. 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.
20. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
21. 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).
22. Tender documents are not transferable.
23. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after published date of the tender are not eligible for participating in the tender.
24. 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 of NIT Rourkela. 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.

For any clarification: Please contact:

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

Or

2. Assistant Registrar (Purchase and Works)

NIT Rourkela, Rourkela-769008

Ph. No.: 0661-2462051

Email: purchase@nitrkl.ac.in

25. Before submitting the tender, the tenderer should ensure that the details/ documents submitted as per the check list.

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 technical bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply with 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 FIRM)**TENDER FOR INTERNET LEASED LINE 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	2019-2020
		2020-2021
		2021-2022
15.	Volume of business in previous financial years with NIT-Rourkela (if any)	2019-2020
		2020-2021
		2021-2022
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		
	2019-20	2020-21	2021-22
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Signature of Tenderer

NATIONAL INSTITUTE OF TECHNOLOGYRORUKELA

FORMAT of BOQ (Bill of Quantity) /PRICE BID**[Should only be uploaded in the Price-Bid cover. Not to be enclosed with the Technical Bid]**

NUMBER #		TEXT #		NUMBER #		NUMBER #		NUMBER #		NUMBER #		NUMBER #		TEXT #	
Sl. No.	Item Description	BASIC RATE In Figures To be entered by the Bidder in Rs. P		Total GST Amount in INR Rs. P		Total Freight Charges (Unloading & Stacking) in Rs. P		Total Ang Other Taxes 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							
1	Description:-														
1.01	Onetime installation cost & Procurement of one router									0.00	0.00				INR Zero Only
1.02	Service Charges for Providing ILL of 2.01 Gbps for 3 years									0.00	0.00				INR Zero Only
Total in Figures										0.00	0.00				INR Zero Only
Quoted Rate in Words										INR Zero Only					

Signature of Tenderer

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.
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 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. NIT will provide UPS backup, Earthing, Air conditioning and space for rack in Data Centre.

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 NIT.
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 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 w.e.f. 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 realize 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) **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 wages Act. (Linked to Govt. of India)

- b. Minimum wages Act. (Linked to Govt. of India)
 - c. Maternity benefit Act. (Linked to Govt. of India)
 - d. EPF Act. (Linked to Govt. of India)
 - e. ESI Act. (Linked to Govt. of India)
 - f. 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.
- j) The contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
- k) 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.

I) 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, 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.
- c. 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 arbitral tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at 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.

m) **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 its duly, authorized representative.

n) **JURISDICTION & RIGHT TO AMEND RULES:**

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

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

1. The bidder should be a Valid Class-A Internet Service Provider licenses in India (Attach copy of license). They should have access to International Internet gateway (own/ lease) & having PAN India operations on own backbone (network infrastructure).
2. The Service Provider should have own bandwidth and provide underground dual path OFC up to NIT Rourkela, Data Centre.
3. The bidder company should be a Quality Certified Organization like ISO / ISMS / ITSM/TL9000. (Attach Evidence)
4. Bidder shall have min. Internet peering with NIXI at 3 places have n x 2 Gbps connectivity. (Documentary evidence to be submitted)
5. The bidder must have leased capacity on leading Cable System in both Trans-Atlantic and trans-pacific routes. (Submit Self Declaration/Undertaking for the above)
6. The bidder should be sufficient bandwidth, 4Gbps or More in its backhaul network, for scalability of bandwidth to adding N*100Mbps in future. (A Self-Declaration **shall submit in Technical Bid and rate card not required.**)
7. The bidder must have provided minimum two 2.0 Gbps or more ILL circuit to any Govt. Educational Institute/University/ Tier 2 and Tier 3 Data Centers/ Industries/ Corporate etc. These links should be in active mode in current financial year. (PO/ Order copy of the same to be submitted as a documentary proof)
8. The Service Provider shall provide uninterrupted 2.01 Gbps Internet leased line connectivity at all the time (24X7X365) at NIT Rourkela and maintain proper **throughput of 2.01Gbps in 1:1.**
9. The bidder must provide Internet **link of 2 Gbps (1Gbps + 1Gbps) and 10Mbps** Bandwidth and minimum subnet of **32, 32 and 128** whitelist Public IP addresses respectively (for 3 different **IP pools**) including Reverse Lookups configured at these IP's.
10. The bidder should enter the IP address, with domain name, in its DNS as and when required.
11. Packet Losses: Less than 1 % (Average over 1000 ping) at any given point of time to any part of Country / ISP Internet gateway.
12. Network Availability (uptime): More than 99.50 % per month.
13. Reports for performance, monitoring / usage to be submitted by the ISP on monthly basis or as per requirement of the Institute. **(i.e. Bandwidth, Uptime, Packet loss).**
14. The response time for attending the faults will be **4** hours after they are reported to the ISP. The ISP will rectify the faults within **24** hours. The services shall be provided 24 X 7 days in a week.
15. Bidder should have own manpower & technical team for support in the city of Rourkela for O&M for any downtime. (Share the telephone numbers and service escalation matrix with registered local office address, email id, phone numbers)
16. Packet loss and Link failover will be calculated from Network Management System (NMS) installed at Institute side or through ISP portal.
17. Mean Time to Repair (MTTR), Link down issues must be handled with priority and resolved within maximum 4 hours.
18. The bidder cannot limit, suspend, vary, disconnect and or interrupt the service, in whole or in part without providing any prior information to NIT-Rourkela.
19. The bidder has to provide and maintain all necessary CPEs like OF Cable, Router, etc. at the customer end and replace of the faulty Customer Premises Equipment (CPE). **"The onetime cost of installation & router", "Service Charges per annum (for Three year)" to be quoted separately in price bid.**

20. Downtime Calculation: Downtime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$. Deduction in payment will be made for downtime in the quarterly bills raised by the ISP.

Downtime due to the following situations will not be considered for penalty:

- a) *Link down due to power failure / or any situation which are beyond the control of service provider.*
- b) *Due to schedule maintenance by the Service Provider, with prior approval of Institute.*

B. 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 for all its staff and officials entering 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 HOD, Computer Centre is prohibited.
4. Payment will be made/released on quarterly basis in advance to 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.

C. LIQUIDATED DAMAGES

Link down issues must be handled with priority and resolved within maximum 4 hours. Throughput will be measured by the tool provided by ISP or the existing tool at our site. Penalty on throughput service quality will be charged proportionately on hourly basis after 24 hours of complain logged. (e.g.: if the hourly throughput average is 50% of the proposed bandwidth, then 50% charge will be deducted for that hour)

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**.

D. 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.

E. 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 quarterly basis for the work done during the previous month.
- ii. Payments against on-account bills shall be released through a crossed account payee cheque

within 30 days from the date submission of clear invoices. 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.

iii. Payment shall be regulated as per terms of contract.

iv. Deduction of applicable taxes will be made the invoice and TDS certificate will be issued by finance & accounts department for such deductions.

F. 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.

G. PERFORMANCE SECURITY: The successful bidder must furnish 3% of the contract value as performance security deposit within 15 days after the award of contract. This should be drawn in favour of Director, NIT Rourkela" in the form of Bank Guarantee or Bank Draft from any scheduled commercial bank except co-operative and Gramin Bank. The performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier. EMD amount of successful bidder will be returned after receipt of security deposit in case of award of contract to the successful bidder. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

H. 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.

I. CONTRACT VALIDITY:

i) The contract will be operative for a period of Three Years.

ii) This contract can be terminated under any one of the following circumstances:

a) The contract can be terminated by the Institute with a month's notice or one month's fee in lieu thereof anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the institute. This termination will not be challenged by the service provider.

b) The Firm/Agency not performing his duties properly as per the agreed terms and conditions of the contract. The Institute shall decide whether the performance of the Firm/Agency meets the requirement of the Institute or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.

c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.

d) The Firm/Agency being declared as insolvent by the court of law. The notice period shall be one week.

iii) During the notice period for termination of contract, in any of the situation contemplated above, the Firm/Agency shall keep discharging its duties as before till the expiry of notice period. It shall be the duty of the Firm/Agency to remove all the deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of nay nature to NIT, Rourkela.

Supporting Documents submission for eligibility

Sl. No.	Head of Requirement	Particulars Enclosed	Page no. of supporting documents
1.	Provide Certificate of Incorporation along with PAN, GST Certificate.		
2.	Last three years audited Annual turnover (balance sheet & profit loss statement) duly certified by a Chartered Accountant)		
3.	Years of established in India (firm registration document)		
4.	"Class A" Internet Service Provider in India (Attach copy of license)		
5.	The bidder company should be a Quality Certified Organization like ISO / ISMS / ITSM/ TL9000. (Attach Evidence certificate)		
6.	Bidder shall have min. Internet peering with NIXI at 3 places have n x 2 Gbps connectivity. (Documentary evidence to be submitted)		
7.	The bidder should be sufficient bandwidth, 4Gbps or More in its backhaul network, for scalability of bandwidth to adding N*100Mbps in future. (A Self Declaration regarding Bidder company shall be Submitted.)		
8.	List minimum two 2.0 Gbps or more ILL circuit provided to any Govt. Educational Institute/University/ Tier 2 and Tier 3 Data Centers/ Industries/ Corporate etc. Theses links should be in active mode in current financial year. (PO/ Order copy/ work completion of the same to be submitted as a documentary proof)		
9.	The response time for attending the faults. Mention manpower & technical team for support details in the city of Rourkela for O&M for any downtime. (Share the telephone numbers and service escalation matrix with registered local office address, email id, phone numbers)		
10.	Packet loss and Link failover monitoring application by managed ILL services with router provided by ISP. (monitoring tool or URL)		

* * * * *