



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA- 769008

Tender for Hiring of Multi Utility Vehicle (5 seater) on Limited Tender Basis at NIT Rourkela **Tender Notice No: NITR/PW/2023/304 Date: 13/07/2023**

- 1. Last date for submission of Bid : 03-08-2023 by 11:00 AM**
- 2. Date of opening of Technical Bid : 04-08-2023 at 11:00 AM**

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA invites limited tender from registered agency/Individuals for hiring of a vehicle as per the following terms & conditions through e-Procurement module of CPPP (<https://eprocure.gov.in/eprocure/app>).

The Technical & Financial bid in a single cover is required to be submitted online through <https://eprocure.gov.in/eprocure/app> on or before **03-08-2023 by 11:00 AM** with proper seal and signature of the bidder. All the information sought under the head Conditions and other information to be supplied is to be given in Technical Bid while prices quoted for the same will have to be mentioned only in the Bill of Quantity (BOQ). Technical Bid and Financial Bid will be opened on **04-08-2023 at 11:00 AM**. The evaluation of the bids shall be made and the bidder evaluated as L1 shall provide the vehicle initially for one year with further extension of another two years on year to year basis on satisfactory performance. Tenderers should read the tender document carefully as enclosed and comply strictly with the following terms and conditions before submitting their bids.

- 1. The Multi Utility Vehicle (5 seater) must not have been manufactured before January 2018** and must be in good running condition which shall be required to be used on day-to-day basis as per requirements of the Institute.
- 2. The bidder need to deposit Tender cost(Non-refundable) for INR 500/- (Rupees Five Hundred Only) & Earnest Money Deposit (Refundable) for Rs. 15,000/- (Rupees Fifteen Thousand Only)** need to be submitted in the form of Demand Draft /Banker's Cheque separately drawn in favour of **"The Director, NIT Rourkela"** payable at **Rourkela** from any scheduled commercial bank except Co-operative and Gramin Bank. The DD for the Tender Cost & EMD/Bid Security should remain valid for a period of 45 days beyond the bid validity period from the date of opening of bids. EMD/Bid Security of bidders will be returned to them at the earliest on or before 30 days after the Award of Contract to L1 Bidder. EMD and Tender Cost should reach physically through Speed Post/Registered Post/Courier in a closed envelope superscripting Tender Reference No., Tender ID & Bidder's Name on or before **04-08-2023 by 11:00 AM** Bid at the following address: -

REGISTRAR
NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA,
ROURKELA – 769008,
ODISHA

3. Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
 - I. Khadi and Village Industries Commission (KVIC)
 - II. National Small Industries Corporation (NSIC)
 - III. Any other body specified by Ministry of MSME/GOI

A.) Eligibility criteria

1. The Bidder be must an Indian registered firm, proprietor, company engaged in providing vehicles on hiring or operating on lease basis and has adequate experience except to those, which are blacklisted, banned or debarred from participations during the currency of such punitive measures by Government –Ministry/Department, PSU organization or the Institute.
2. The bidders should have an office at Odisha.
3. The bidder should have the average annual turnover of minimum **Rs. 02 (Two Lakh)** per annum during the last 3 financial years i.e. 2019-20, 2020-21 & 2021-22. Relevant proof for supporting the above by providing audited balance sheet/Annual Report/CA certificate, IT Return & P/L statement. (duly certified by notary) & GST registration Cert. shall be submitted failing which tenderer shall be treated as invalid.
4. The bidders must have valid Permanent Account Number (PAN)/GST Registration Certificate.
5. Bidder must provide Quoted vehicle details like Name of the Vehicle, Make, Model, C.C capacity version(Petrol), Variant, Registration with R.T.O month etc. also submit the supporting documents.
6. The Agency should not have been blacklisted by any authority. A declaration to the effect should be furnished.

B.) Terms and conditions for hiring

1. Availability of the vehicle should be 24 hours a day.
2. The vehicle will be under custody of the Institute during the contract period.
3. The Agency/Individual will take care of major maintenance, Insurance and other statutory obligations of the vehicle and must comply all statutory obligation to keep the vehicle fit & valid.
4. The vehicle should be registered with the concerned authorities at Govt. of Odisha. A certificate to this effect should be provided to the Institute.
5. Routine maintenance / servicing of the vehicle should be done by the Agency/individuals once in a month at his own cost.
6. In case of break-down the Agency /Tenderer will be responsible for repair and maintenance of the vehicle. Institute will not pay any type of compensation for maintenance or Insurance of the vehicle & must provide a substitute vehicle of similar nature for the period it was out of order.
7. **Damages:** For non-providing of vehicle in time Rs. 1,000/- will be imposed per default.
8. Institute will provide fuel as per actual. All maintenance costs will be borne by the firm.
9. If the breakdown is more than 24 hours, the agency/individual shall provide alternative vehicle.

10. If the Vehicle is hypothecated to a bank or any non-banking financial institution the leasing Agency/Individual has to produce no objections for them. It is the responsibility of the vendor to pay EMI in time.
11. The vehicle is to be delivered within 15 days from the date of issue of the work order failing which the Security Deposit shall be forfeited. However, if the firm wants another few days, his appeal may be taken into consideration.
12. The Agency/Individual shall abide by all statutory laws, rules and regulation of the state Govt. /Central Govt. in general & M.V Act in particular.
13. The payment shall be made on the submission of bills in triplicate addressed to the Registrar, NIT Rourkela through office of Transport In-charge along with copy of log book, duty slip duly verified by the officer using the vehicle, after the satisfactory completion of the work assigned, at approved rates after deducting dues if any on monthly basis. No advance payment will be made. The bidder while raising the bill should clearly mention vehicle number.
14. TDS under Section 194-C of Income Tax Act shall be deducted as per Income-Tax Act 1961.
15. The payment against bill shall normally be made within 30 working days from the date of receipt if found in order.
16. In case of violation of any of the terms and conditions of this tender/contract/work order, the contract shall be terminated with immediate effect.
17. Bid shall be on the basis of L1 price quoted in BOQ subject to full filling other terms & condition.
18. The Validity of the offer/bid should be for **120 days** from the date of opening of bid.
19. All documents have to be submitted along with the bid failing which the bid shall be rejected.
20. The Institute reserves the right to cancel /reject any or all tender without assigning any reason thereof.
21. All annexures enclosed here with shall form part of the tender/contract & shall be signed on each page by the tenderer.

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 tender and willing to abide by them?		
3.	Have you submitted the EMD of Rs. 15,000/- and Tender Cost(No-refundable) of Rs. 500/- & MSME Cert. through online mode of e-Procurement module of CPP portal.		
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 Labor License, and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested copy of Registration Certificates of vehicle(s).		
9.	Have you submitted the Income Tax Return (ITR), Balance Sheet & Profit & Loss Statement of the firm of last three (3) financial years from date of tender with duly attested by Notary?		
10.	Have you attached the proof/desired documents as mentioned under Annexure-VI?		
11.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
12.	Has your Technical Bid been submitted as per the requirements of the Tender?		
13.	Is your BOQ / financial Bid submitted as per the prescribed MS- Excel(.xls) Format in the e-Procurement module CPP portal?		
14.	Have you submitted the tender documents in single part within the respective cover in the e-Procurement module of CPP portal?		

Signature of Tenderer

APPLICATION FORMAT
In the Letter head of the Firm

(Duly filled and signed format to be submitted with the technical bid)

1.	Name of the Firm/Agency/Individual	
2.	Name(s) of the proprietor/partners/ Authorized Person of the bidding agency. (Document to be enclosed)	
3.	Address of Proprietor/Partner/Director/Authorized Person of the bidding agency.	
4.	PAN Card No & GST Regd. No [Enclosed Photocopy]	
5.	Email ID	
6.	Mobile No.	
7.	Details of the financial institution if the vehicle is hypothecated, if any.	

This is to certify that I/we have carefully read the contents of the tender document and fully understood all the terms and conditions therein and undertake myself/ourselves to abide by the same.

Place:

Signature of the Bidder_____

Name of the Signatory_____

Date:

Name of the Firm/Agency_____

Seal of the Firm/Agency_____

Name and signature of Authorized
Person with office seal

TECHNICAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

**THE REGISTRAR
NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008**

Dear Sir/Madam,

If the work of providing vehicles to your office on Monthly hiring basis is provided to me, then I undertake that:

- 1) The vehicles provided by me to your office would be of latest model.
- 2) Your office shall not be responsible for any challan, loss, damage or any accident of the vehicle or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be to our account.
- 3) I undertake to indemnify the department against all damages/charges arising on account of or connected with the negligence on my part or my staff or any person under my control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.

Signature
Name of Authorized Signatory

DECLARATION BY THE TENDERER
(To be given on Company or Agency/Firm Letter Head)

Ref. No.: _____, Date: _____

To,

THE REGISTRAR
NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769008

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

We, the undersigned, declare that:

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the e-Procurement portal/Institute website as per your advertisement.
2. I/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.
3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions / clauses contained therein.
4. I/We agree to abide by this Bid for a period of 120 days from the date of opening of technical bid or for subsequently extended period, if any, agreed to by us. This bid shall remain binding upon us up to the aforesaid period and may be accepted at any time before the expiration of that period.
5. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
6. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
7. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid & penalty shall subject to forfeiture of Security Deposited/EMD amount if any absolutely.

Signature
Name of Authorized Signatory

Format of Financial Bid(BOQ)**[Rate should only be quoted in Price Bid not to be quoted/enclosed in Technical bid]**

Validate Print Help							
Tender Inviting Authority: REGISTRAR, NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA							
Name of Work: Tender for Hiring of Multi Utility Vehicle (5 seater) on Limited Tender Basis at NIT Rourkela							
Contract No: NITR/PW/2023/304 Date: 13/07/2023							
Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	TEXT #	TEXT #	TEXT	NUMBER #	TEXT #
Sl. No.	Name of the Vehicle if any	Make, Model, CC capacity version (Petrol/Diesel)	Variant of the vehicle	Registration month with RTO / Manufacturing Date	Monthly services charges for vehicle including all the taxes / charges except GST in P	TOTAL AMOUNT Without GST Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	9
1.01						0.00	INR Zero Only
1.02						0.00	INR Zero Only
1.03						0.00	INR Zero Only
1.04						0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only						

Signature of Tenderer

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO: NITR/PW/2023/30

DATE: 13/07/2023

1. The tenderer shall submit the tender in Single cover in the e-Procurement module of CPPP (<https://eprocure.gov.in/eprocure/app>) of Ministry of Education, Govt. of India. It is mandatory to submit Earnest Money Deposit (Refundable) of **INR 15,000 (Rupees Fifteen Thousand Only)** and Tender cost (Non-refundable) of **INR 500/- (Rs. Five Hundred Only)** in the form of Demand Draft /Banker's Cheque separately drawn in favor of "The Director, NIT Rourkela" payable at Rourkela from any scheduled commercial bank except Co-operative and Gramin Bank. The EMD (Earnest Money Deposit) of unsuccessful bidders should be returned to them at the earliest and latest on or before the 30th days after the award of the contract. EMD shall bear no interest. Any bid without accompanying with EMD & Tender Cost is liable to be treated as non-responsive and rejected.
2. Duly filled in tenders are to be submitted electronically in eProcurement module of CPPP (<https://eprocure.gov.in/eprocure/app>) within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
3. The price discovery against this tender will be through e-Procurement module of CPP Portal.
4. The tender shall be valid for **120 days** for acceptance from the date opening of technical bid.
5. Tenders not received in the prescribed forms as specified in the invitation will be liable for rejection.
6. The Tenderer(s) shall dully fill in all particulars in the format as at Annexures and it shall form part of tender document under Technical bid. Non-submission of duly filled in & signed form of tender shall render the tender invalid.
7. The invitation to Tender, Instructions to Tenderers, Special Conditions of Contract (SCC) & General Conditions of Contract (GCC), form of tender along with the rates quoted against each department / office in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, the later shall prevail.
9. The Tenderers shall furnish the following documents as part of Technical Bid:
 - 9.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:
 - I. In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - II. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - III. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital.
 - IV. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.
 - V. If required, the original documents will have to be produced for verification.
 - 9.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.

- 9.3 Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of NIT, RKL with Proprietor, Partner – Director of the firm is to be furnished.
- 9.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in NITR or any Government Department/Public Undertaking has been:
- a. Black listed.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to lower class of job or debarred by any organization.
 - d. Under Orders for banning or suspending business with him/ them. If yes, give the details indicating the period.

9.5 Banning of Business Dealings:

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

9.6 Contractor's Background:

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

9.7 Documents to be submitted:

- I. Copy of online transaction summary towards Tender Cost & EMD Fee.
- II. Self-attested copy of PAN issued by Income Tax Department.
- III. Self-attested copy of the GST Registration Certificate.
- IV. Self-attested copy of Registration Certificates of vehicle(s)
- V. Declaration by the agency regarding acceptance of Terms & Conditions.
- VI. Duly filled Annexure-I, Annexure-II, Annexure-III, Annexure-IV,
- VII. Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the Bank Mandate Form.
- VIII. Copies of Labour License particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, If Any.
- IX. Audited Copy of Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years. (Duly attested by Notary)

Note: The agency or its representative shall show the original certificates at the time of Technical Bid Evaluation, if asked by the tender evaluation committee.

10. BID OPENING PROCEDURES

- 10.1 The Bids may be opened at NIT Rourkela, on the specified date & time by the Committee authorized by the competent authority of NIT Rourkela.
 11. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
 12. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
 13. 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).
 14. Tender documents are not transferable.
 15. 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.
 16. 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.
21. For any clarification please contact:
Dr. Anil Kumar Singh [Safety & Security Service]
NIT Rourkela- 769008
Ph.No.: 0661-2462731
Email : singhanil@nitrkl.ac.in
- or
- Deputy Registrar (Purchase and Works)
NIT Rourkela, Rourkela-769008
Ph. No.: 0661-2462051
Email: purchase@nitrkl.ac.in
22. **Performance Security:** Successful Bidder shall have to deposit performance security of an amount **equal to 3% of the contract value** to the Institute within 15 days from the date of issue of Work Order, 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. The Performance Security should remain valid for a period of 60 days beyond the date of completion of the contract. The same will be returned without any interest after the contract period over and refund will be subjected to full settlement of dues payable to Institution. EMD of successful bidder will returned to them without any interest after receipt of Performance Security in case of award of contract.

PROCEDURE FOR SUBMISSION OF TENDER

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Procurement module of CPP Portal using valid Digital Signature Certificates.

1.1 BID PREPARATION

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please note the the bid documents have to be submitted in a single cover, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Documents in PDF format with maximum single file size of 100 Mb can be uploaded.

1.2 BID SUBMISSION

- a. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc.) as mentioned before submitting the bid.
- d. The Tender Processing Fee (TPF) to be paid by bidder will be governed as per rules of e-Procurement portal. Any queries regarding the same will be dealt by of e-Procurement portal.
- e. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/EMD wherever applicable and enter details of the instrument.
- f. The details of the Earnest Money Deposit (EMD)/Cost of tender document submitted physically to the Dept. and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- g. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- h. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- i. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- j. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- k. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- l. Kindly have all relevant documents in a single PDF file.
- m. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- n. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the document. For the file size of less than 1 MB, the transaction uploading time will be very fast.

1.3 AMENDMENT OF BID DOCUMENT

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

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

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

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

B. RESPONSIBILITIES OF NIT OFFICIALS

20. The duty of NIT's representative is to watch and oversee the work. He / She shall have no authority to 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

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

D. CONTRACT DOCUMENTS

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

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

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

- b) Bankruptcy and breach:** A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Rourkela or it is found that the contractor has abandoned the contract or
- I. 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;
 - II. 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;
 - III. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or;
 - IV. Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

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

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

- ii. **Service of notice on NIT:** Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post / courier at the office of registrar NIT Rourkela-769008.
- iii. **Change of address:** Any change of address of the contractor shall immediately be notified to the Engineer/ Rep. of NIT.

g) Safety:

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

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

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

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

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

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

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

l) Order may be placed 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. The tenderers who refuse to give performance guarantee bond, they will not be considered in re-tendering if order /contract is not finalized from the present tender.

m) ARBITRATION:

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

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

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

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

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

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

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

n) AMENDMENT:

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

o) JURISDICTION:

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

SPECIAL CONDITIONS OF CONTRACT

A. OTHER TERMS & CONDITIONS:

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

B. DAMAGES

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

C. RISK AND COST

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

D. PAYMENT TERMS:

1. For the purpose of such monthly payments, invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' permanent employees and his laborers' contribution towards PF and pension with his jurisdictional RPF commissioner and also proof of payment of wages to his workmen in presence of the authorized representative of the employer shall be prepared and submitted by the contractor for the work done during the previous month within seven days from the expiry of the previous month.
2. Payments against on-account bills shall be released through a crossed account payee cheque or through bank transfer within 30 days from the date submission of clear invoices and PF documents and any others document by the contractor. For this purpose, the contractor should give the details of the name of the bank, branch and account no. before submission of the first bills.

- 3 Payment shall be regulated as per terms of contract.
 - 4 Deduction of applicable taxes will be made including TDS & certificate will be issued by finance & accounts department for such deductions.
- E. **Work to the satisfaction of NIT:** The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract. Only lady staff should be deployed in those building where only women are allowed to execute job. In all other places the contractor is free to deploy his manpower male or female as the case may be.
- F. **Contract Validity:** The contract will be initially for **one year** extendable by two more years on year to year basis subject to satisfactory performance and requirement of the Institute on the approval of competent authority.
- G. **Termination of Contract:** The Institute may terminate the contract at any time with prior notice to agency/ firm. And on termination of contract of the firm the man power engaged by it shall also be presumed as terminated.
- H. **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.
