



राष्ट्रीय प्रौद्योगिकी संस्थान राउरकेला ओडिशा
NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA
ODISHA - 769008

BID DOCUMENTS

Notice Inviting Tender
“Routine, Preventive and Breakdown Maintenance of Telephone Exchange
including all Telephone Exchange Installations”
at NIT Rourkela, Odisha - 769008

Tender Reference No.: NITR/PW/TL/2026/368

Date: 09/01/2026

TABLE OF CONTENTS

BID SCHEDULE	4
SECTION – II: DETAILS SCOPE OF WORK.....	7
1) Name of the Work.....	7
2) COMPREHENSIVE AMC of NIT Rourkela EPABX SYSTEMS.....	9
3) Special Condition of Contract (SCC)	10
4) Existing Lim Media Gateway Functionality	10
5) Necessary System Accessories	11
6) Comprehensive Annual Maintenance Contract (AMC).....	11
7) General Maintenance Responsibilities	11
8) Additional Responsibilities	11
9) Special Conditions	12
10) General Maintenance	12
SECTION – III: INSTRUCTIONS TO BIDDERS.....	16
1) Tender Fee & Earnest Money Deposit (EMD) / Bid Security	16
2) Bid security Exemption.....	16
3) Bid Prices, Taxes and Duties	17
4) Bid Evaluation Procedure	17
5) Award of Contract.....	18
6) Performance Security / Security Deposit	19
7) Signing of Contract	19
8) Key factors to be considered during bid submission.....	19
SECTION – IV: GENERAL CONDITIONS OF CONTRACT (GCC).....	20
1) Definitions.....	20
2) Language of Contract.....	20
3) Bid Validity.....	20
4) Modification / Amendments of Contract	21
5) Communications	21
6) Address of the parties for sending communication by the other party.....	21
7) Contractor’s Obligations and Restrictions on its Rights	21
(ii) Assignment and Sub-Contracting	21
(iii) Confidentiality	22
(iv) Permits, Approvals and Licenses	22
(v) Obligations of the contractor under Labour Codes and Rules	22
8) NIT Rourkela’s Obligations.....	22
9) Contract Validity.....	23
10) Liquidated damages	23
11) Force Majeure	24

12)	Terms and Mode of Payment	24
13)	Completion Certificate and Final Payment	25
14)	Breach of Contract	25
15)	Fore-closure / Termination of the Contract.....	25
16)	Debarment of Business Dealings	26
17)	Arbitration and Settlement of Dispute	26
18)	Jurisdiction & Right to Amend the Rules	26
19)	Cancellation of Tender	26
20)	Indemnity	27
	ANNEXURE – I: TECHNICAL BID SUBMISSION FORMAT	28
	ANNEXURE – II: TENDER ACCEPTANCE LETTER	30
	ANNEXURE – III: DECLARATION NON-BLACKLISTING, NON-PENDING CRIMINAL CASES AND NON-PENALIZATION.....	31
	ANNEXURE – IV: PERFORMANCE REPORT CUM WORK COMPLETION CERTIFICATE	32
	ANNEXURE – V: BID SECURITY DECLARATION (For EMD exempted bidder)	33
	ANNEXURE – VI: BANK MANDATE FORM.....	34

ADVERTISED TENDER ENQUIRY

(E-Procurement Mode Only)

National Institute of Technology Rourkela, an institute of national eminence under the Ministry of Education, Government of India invites online bids from reputed, eligible, capable and qualified firm/agency for **Routine, Preventive and Breakdown Maintenance of Telephone Exchange including all Telephone Exchange Installations at NIT Rourkela** under two bids systems i.e. Techno-commercial Bid (Part-I) & Financial Bid (Part – II) at NIT Rourkela.

Tender Documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> or the NIT Rourkela website <https://www.nitrkl.ac.in/PurchaseSection/ServiceTenders>.

BID SCHEDULE

1.	Title of the Tender	Routine, Preventive and Breakdown Maintenance of Telephone Exchange including all Telephone Exchange Installations at NIT Rourkela
2.	Date of publication of tender	As per CPP Portal
3.	Bid Documents download start date	As per CPP Portal
4.	Bid Documents download end date	As per CPP Portal
5.	Last date of submission of tender	As per CPP Portal
6.	Technical Bid Opening Date	As per CPP Portal
7.	Pre-bid Date, Time & Venue	20/01/2026, 12:00 Hrs. Telephone Exchange, NIT Rourkela.
8.	Pre-bid Conference	Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory.
9.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
10.	Tender Fee	A non-refundable fee of INR 500/- (Rupees Five Hundred only) to be deposited through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Refer to Clause 1 & 2 of Section III (ITB) for detailed instructions.
11.	Earnest Money Deposit / Bid Security	A refundable fee of INR 35,000/- (Rupees Thirty Five Thousand only) to be deposited through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Refer to Clause 1 & 2 of Section III (ITB) for detailed instructions.
12.	Contract Period	Initially for one year (Extendable for two more years on yearly basis subject to satisfactory performance during the review and assessment at the end of the each year.)
13.	Bid Validity	120 days from the date of opening of technical bids.
14.	Address for Communication	Prof. Sudipta Maity Professor In Charge (Telephone), Telephone Exchange, NIT Rourkela, Rourkela, Odisha - 769008 Phone: 0661246-2222, 0661246-2475, Mob: +91 8013076123 Email: pic-telephone@nitrkl.ac.in & maitysudipta@nitrkl.ac.in

IMPORTANT: Prospective bidders are advised to regularly visit the CPP Portal for any Updates / Corrigendum / Amendment. Any subsequent updates will be announced exclusively on the Institute website."

SECTION – I: ELIGIBILITY CRITERIA

The bidder must satisfy all the eligibility criteria mentioned in this section, and proofs in support of these criteria must be enclosed. Bidder not meeting these criteria will be summarily rejected.

1. **Legal Status:** The bidder must be a legally registered entity in India, either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 / 2013 or subsequent amendments of the act. A valid copy of Registration Certificate must be enclosed. The demerged entity will be permitted to use the credential of original / parent entity for initial five years from the incorporation of the demerged entity. **The bidder in the form of a Joint Venture (JV) / Consortium is not permitted to participate. The agency / firm must have a Regional / Registered Office within the state of Odisha.**
2. **Tender Fee and Earnest Money Deposit (EMD) / Bid Security:** Bid offer should accompany with Tender Fee (non-refundable) of Rs. 500/- (Rupees Five Hundred only) and an Earnest Money Deposit (EMD) of Rs. 35,000/- (Rupees Thirty Five Thousand only) in form of INTERNET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. A copy of the successful payment of EMD should be attached with technical bid. Refer Clause no. 3, Section III (ITB) for details regarding EMD exemption.
3. **Financial Capacity:** The Bidders should have a **minimum average annual turnover of Rs. 50,00,000/- (Rupees Fifty Lakh)** in the last three financial years i.e. FY 2022-2023, 2023-2024, 2024-25. Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) duly certified by a Chartered Accountant.
4. **Experience & Past Performance:** The bidders must have successfully executed the similar type of contract / work over the last five financial years ending month of March 2025 prior to the bid opening in the premier institutions of India such as CFTI (IITs / NITs / IISERs / IISc etc.) PSUs / Central / State Government Institutions / Organizations. The Bidder must fulfill at least one of the following criteria for the above experience:
 - (a) Three similar completed works during last five years costing not less than amount equal to Rs. 3.5 Lakhs in a single contract order. OR
 - (b) Two similar completed works during last five years costing not less than amount equal to Rs. 4.6 Lakhs in a single contract order. OR
 - (c) One similar completed works during last five years costing not less than amount equal to Rs. 6.5 Lakhs in a single contract order.

Certificate(s) for the above work must be submitted by the bidder(s) as per Annexure – IV.

IMPORTANT NOTE:

- a) *The value of executed works shall be brought to the current costing level by enhancing the actual value of work at a simple rate of 7% per annum, calculated from the date of completion to the previous day of the last day of submission of bids.*
 - b) *A copy of the Work Orders / Service Orders along with experience and satisfactory performance certificate against the respective work order should be produced in support of their experience as per the given format. Submission of work orders without satisfactory performance reports shall not be counted as a valid experience.*
5. The bidders should have valid registration certificate of **Income Tax, GST, EPFO, ESIC, Labour License**, and other relevant license for the tendered services. All documents must be valid as on date of bid submission.
 6. The bidder should **not have been declared ineligible / blacklisted by Government of India or any other Government body or Private Cooperation** on charges of engaging in corrupt,

fraudulent, collusive or coercive practices or any failure / lapse of serious nature. A certificate attesting the same should be submitted along with technical bid. A certificate to the above effect must be submitted by the bidder(s) as per Annexure – III.

7. A certificate duly signed and sealed by Partners of the firm or sole proprietor or Director of Company as the case may be, that no police case / vigilance enquiry is pending against the Partners of the firm or sole proprietor or Director of Company as the case may be, and that he/she has never been punished by any Hon'ble Court shall be submitted by the firm along with technical bid, failing which the bid shall be rejected. A certificate to the above effect must be submitted by the bidder(s) as per Annexure – III.
8. **In addition to all the above eligibility criteria mentioned above, the bidder must fill and signed all the Annexures from I to VI. Bidders not submitted the signed annexures are shall be rejected.**

NOTE:

- (a) *The bidder must fulfill the above eligibility criteria. Bidders not fulfilling the above criteria shall be summarily rejected.*
- (b) *NIT Rourkela reserves the right to verify / confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.*
- (c) *The bidder must attach self-attested copies of the documents supporting the above eligibility criteria with the techno-commercial bid. Bids not accompanied by the required documents are liable to be rejected.*
- (d) *Each bidder including subsidiary company shall submit only one bid. In case a bidder submits more than one bid, NITR is liable to ignore / summarily reject all such bids.*

SECTION – II: DETAILS SCOPE OF WORK

1) Name of the Work

Routine, Preventive, and Breakdown Maintenance of Telephone Exchange including all Telephone Exchange Installations at NIT Rourkela.

1. NIT Rourkela campus has an area of 648 Acres comprising Academic, Seminar Room space, residential area, Utility Buildings, Sports and Dining complex, Pump houses, Playgrounds, etc. The Telephone Exchange at NIT, Rourkela, offers both Analog and IP telephony services across the campus, powered by a contemporary “AASTRA MX-ONE SERVER” telephone exchange. This system is divided into two sections, LIM-1 and LIM-2, with LIM-1 serving as the primary exchange supporting Academic buildings, Hostels, and select Residential areas, while LIM-2, located at the Estate Office, primarily serves residential areas. Capable of managing up to 10,000 lines with Direct Inward Dialing (DID) capabilities, the exchange currently supports 1,000 IP and 2,000 analog extensions throughout academic facilities, Halls of Residences, and living quarters.
2. For external connections, the exchange utilizes a Primary Rate Interface (PRI) line provided by BSNL, ensuring round-the-clock operator service, maintenance services during business hours (8X5), and 24/7 support for urgent and emergency needs.
3. Internal telephone numbers within this directory are four-digit (EPABX) numbers, with those starting with 2, 3, 4, and 5 being directly accessible from outside the institute using the DID feature.
4. NIT Rourkela has a critical requirement for uninterrupted telephone services. Under no circumstances should service outages in critical areas exceed 10 minutes; temporary restoration must be ensured within this timeframe. Therefore, the core objective of this contract is to maintain a ‘Zero Breakdown’ system. To achieve this, the contractor must implement up-to-date maintenance practices, including predictive and proactive maintenance techniques, along with strict adherence to preventive maintenance schedules.
5. Only reputed contractors with proven experience in similar projects and a strong performance record will be considered for engagement. The contractor must deploy technically skilled and experienced personnel capable of identifying, troubleshooting, and promptly rectifying faults. The deployed supervisors and technicians must possess the expertise required to ensure high system availability and reliability at all times.
6. The important equipment is:
 - a) **Line Interface Module (LIM):** Connects external telephone networks to internal systems like PBX, performing signal conversion and routing.
 - b) **Primary Rate Interface (PRI):** Handles multiple simultaneous voice and data transmissions for businesses, allowing up to 23 simultaneous calls on a single line.
 - c) **Public Switched Telephone Network (PSTN):** The traditional analog telephone infrastructure.
 - d) **Integrated Services Digital Network (ISDN):** Enables digital transmission of voice, video, and data, offering advanced features and higher speed than PSTN.
 - e) **Trunk Lines:** Main communication pathways connecting different parts of the system, capable of handling multiple signals.
 - f) **Central Office Lines (CO Lines):** Provide basic telephone services from the PSTN to users.
 - g) **Direct Inward Dialling (DID):** Allocates individual phone numbers to extensions within an organization.
 - h) **Electronic Private Automatic Branch Exchange (EPABX):** A system for internal and external call management within an organization.
 - i) **Media Gateway Unit (MGU):** Connects legacy systems like PSTN to modern IP networks, ensuring seamless communication.

- j) **Tone and Announcement Machine Unit (TMU):** Generates tones and announcements within the system.
- k) **Extension Line Unit (ELU):** Provides additional lines for analog phones in digital setups.
- l) **Krone Blocks:** Only upto machine side of both LIMs.
- m) **Server Systems:** Host call managers and handle the data management required for modern digital exchanges.
- n) **Call Manager:** Software or hardware system managing call routing and switching.
- o) **Provisioning Manager:** Used for system configuration and remote management.
- p) **Telephone Database (Telephone DB):** Stores crucial data for call routing, subscriber details, and system configuration, ensuring efficient management and operation.

7. Specifications of existing EPABX system at NIT Rourkela for Annual maintenance Contract:

AMC for	pabx system-EPABX
Brand/MAKE OF EPABX SYSTEM	Mitel
Technology/Architecture of EPABX system	Hybrid (Microprocessor based also supporting SIP extension)
Number Phone/end point (Universal Extensions/FXS) (max)	2004
Number of SIP Phones (max)	504
Number of SIP Trunks (max)	NA
OTHER ASSETS which are integral parts of the EPABX system and covered under the scope of the AMC service	PRI- card
Purchase and Installation of the EPABX System	2012 (Upgraded to version MX One 7.x on the date 10/05/2022) Approximate System Cost: Rs. 13.5 Lakhs
Frequency of Routine/Preventive Maintenance Service	Once every month
Condition of Product (AT THE TIME OF BIDDING)	Under Warranty and functional
Type of AMC	Comprehensive

8. EPABX System: Name- Mitel MX ONE 7.3

9. Other Specification of the Existing System:

SL NO	NAME	QUANTITY	UNIT
1	ASU -II	1	Nos
2	MGU	5	Nos
3	ELU 34	44	Nos
4	TLU 83	1	Nos
5	TMU	16	Nos
6	DC/DC 48 VOLT	5	Nos
7	FAN UNIT	3	Nos

10. Location of Equipment:

- a) LIM-1 (Academic/Residence Area)
- b) LIM-2 (Residence Area)

11. Specific Terms and Conditions:

- a) The vendor may visit NIT Rourkela for inspection if necessary.
- b) The bidder must have a registered office or a branch in Odisha, Kolkata, and/or Ranchi.
- c) The quoted rates must including all the charges except GST.
- d) The firm must have a minimum of five (05) years of experience in maintaining EPABX systems.
- e) The firm should have executed either:

- i. One AMC/SITC order worth ₹6.2 lakhs, or
- ii. Two orders worth ₹4.6 lakhs each, or
- iii. Three orders worth ₹3.5 lakhs each.

2) COMPREHENSIVE AMC of NIT Rourkela EPABX SYSTEMS

As part of the comprehensive Annual Maintenance Contract (AMC) for EPABX systems at the National Institute of Technology (NIT) Rourkela, under the Ministry of Education, Government of India, the maintenance contractor shall be responsible for carrying out the following activities:

1. The quoted rates should cover comprehensive maintenance of the EPABX system, including repair and upkeep of all extension lines installed at the NIT Rourkela Telephone Exchange.
2. Preventive maintenance shall be carried out once every month throughout the AMC period. The scope includes inspection of EPABX/MX-ONE equipment (LIMs, MGUs, ELUs/TMUs, provisioning/call manager), cleaning to keep units dust-free, verification of configurations/alarms/backups, and a **visual check and reporting** of incoming supply voltage and earthing at the EPABX racks. **Any electrical abnormalities shall be recorded and reported to NIT Rourkela for rectification; repair/replacement of power systems (UPS/SMPS/batteries/earthing) is outside the AMC scope.**
3. Any new configuration or modification must be carried out as per the instructions of the Executive Engineer and/or the Professor in charge of the Telephone Exchange.
4. The contractor shall provide all necessary **software and EPABX-related hardware** (e.g., Mitel/MX-ONE cards/modules such as LIM, MGU, ELU, TMU; server NIC/HDD for the EPABX/application server; gateway boards) for preventive and corrective maintenance at no extra cost.
Excluded: Site power and building services (UPS/SMPS/DC power bank/battery bank/earthing/electrical panels/AC), will remain outside the AMC scope.
5. Faulty electronic modules, if any, must be repaired or replaced without any extra charges.
6. All replaced EPABX-related items must be OEM (Original Equipment Manufacturer) parts.
7. In case of an emergency breakdown, **the system must be attended to and restored within four hours of fault notification.** If the breakdown persists beyond 24 hours, the contractor must arrange a temporary alternative to restore essential services, as decided by the Executive Engineer and the Professor in charge (PIC).
8. The vendor shall manage lodging, boarding, and conveyance for preventive and breakdown maintenance without any additional charges.
9. Emergency breakdown services must be available 24/7, including holidays and weekends.
10. The contractor must bring all necessary tools, including a laptop, multimeter, interface cables, etc. to carry out maintenance work on-site.
11. No additional materials will be provided by NIT Rourkela for maintenance work. The contractor is responsible for arranging all required materials at their own expense.
12. If system version or software upgrades are necessary for improved functionality, the contractor shall carry them out at no extra cost.
13. The contractor must maintain an adequate inventory of spare parts to minimize downtime.

14. Fault Levels and Maintenance Time Frame:

Sl No	Fault Level	Service/Fault Description	Affected Users	Required Rectification	Ideal Maintenance Time Frame	Maximum Maintenance Time Frame
1	Minor	Configuration Related issues	Single	Configuration correction	Immediate	Within 4 hours
2	Medium	Cable/ Equipment Fault	Single	Cable/ Equipment repair with minor engineering	Immediate	Within 24 hours
3	Major	Cable/ Equipment Fault	Multiple	Cable/ Equipment repair with major engineering or requires factory repair for parts like cards etc.	Immediate	Within 48 hours

Note: Regarding the fault mentioned in above, the vendor must restore the service within 48 hours by using a replacement card from their own spare units as a temporary solution. Once the repaired or new card/parts are received, the vendor shall retrieve their replacement card and reinstall the permanent card to restore the service.

In line with the institute's requirement for uninterrupted communication, it is mandatory that **temporary restoration of service in critical areas must be achieved within 10 minutes** of fault detection. This applies regardless of the fault severity.

The **timelines mentioned in the Fault Level Table** refer to the **permanent rectification** of faults. Therefore, in the case of **major faults** affecting critical areas, the contractor must ensure immediate temporary restoration using alternate means such as replacement cards, rerouting, or standby modules, followed by full restoration within the stipulated 48 hours.

3) Special Condition of Contract (SCC)

- a) The contractor must comply with all statutory norms as per Indian Standards, as applicable, throughout the contract period.
- b) In case of any mishap during maintenance that results in damage to NIT Rourkela property, the bidder shall be responsible for repairing or replacing the damaged item at their own risk and cost.
- c) The maintenance contract will be valid for a period of three years from the date of award.
- d) The contractor must obtain a valid permit/pass from the NIT Rourkela security department for their service engineers to enter the premises.
- e) The service engineer must hold a Diploma, B.Tech degree, or a relevant certification in the EPABX system, as provided by the Original Equipment Manufacturer (OEM).
- f) If the service provider fails to comply with any terms of the agreement, provides unsatisfactory or inadequate service, or breaches any contract conditions. NIT Rourkela reserves the right to terminate the contract at any time during the contract period, with a two-month notice period. In such a case, the contractor shall not be entitled to any claims.
- g) Applicable taxes (TDS) shall be deducted at the source, and the necessary certificates will be issued accordingly.
- h) The quoted rates must be inclusive of all expenses, including duties, taxes, freight, insurance, cost of spares, labour charges, and any incidental charges except GST for installation at designated locations. No additional payments will be made on any account. GST will be paid extra as per applicable rates.
- i) The office reserves the right to accept or reject any tender, either in full or in part, without providing any justification.

4) Existing Lim Media Gateway Functionality

- a) The existing telephone system (LIM-1 and LIM-2) must operate with 100% feature transparency; ensuring features available in LIM-1 are accessible to users connected to LIM-2.

- b) Analog extensions connected to the LIM gateway must support distances of 5 to 7 kilometers for users in remote locations.
- c) The analog extension card of the Media Gateway must be interchangeable with the main exchange.

5) Necessary System Accessories

Call billing software must be provided and updated to the latest platform.

6) Comprehensive Annual Maintenance Contract (AMC)

- a) A Comprehensive Annual Maintenance Contract (AMC) must be provided for three (03) years from the date of issuance of award of contract.
- b) At least one monthly visit must be scheduled for preventive maintenance of the telephone exchange.

7) General Maintenance Responsibilities

- a) The vendor must ensure 100% availability and healthiness of the telephone exchange system, including LIMs, MGUs, PRI lines, EPABX, DID systems.
- b) Routine maintenance must be performed for all components, such as LIMs, trunk lines, central office lines (CO), EPABX systems, and telephone databases, to ensure seamless operation.
- c) Communication outages or issues must be attended to and resolved immediately to minimize downtime.
- d) General Maintenance Responsibilities shall cover all equipment located within the LIM1 and LIM2 exchange rooms, including one 24-port switch per site and the PC associated with the database system. The vendor shall be fully responsible for the repair or replacement of all listed components—namely EPABX, LIMs, MGUs, ELUs, TMUs, etc. at their own cost, ensuring uninterrupted functionality. No financial responsibility for the repair or replacement of these components shall lie with NIT Rourkela.
- e) Necessary software updates, configuration changes, and patches must be applied regularly to keep the system secure and up-to-date.
- f) Advanced telephony features, such as direct inward dialing (DID), caller ID, call forwarding, voicemail, and conference calling, must be maintained for optimal functionality.
- g) Preventive maintenance of all equipment, including EPABX, servers, LIMs, and trunk lines, must be conducted as per a pre-approved schedule to prevent breakdowns.
- h) The telephone database (Telephone DB), including call logs, extension assignments, and user information, must be updated and maintained regularly.

8) Additional Responsibilities

- a) The vendor must address complaints (e.g., faulty extensions, voice clarity issues, dropped calls, etc.) within four hours and report progress to the Head of Telephone Exchange.
- b) Operational training must be provided to NIT Rourkela personnel, and technical support must be offered for the day-to-day operations of the system.
- c) Detailed records of maintenance logs, complaints resolved, materials used, and spare parts replaced must be maintained.
- d) Assistance in integrating new features or functionalities into the existing system must be provided as required by the Head of Telephone Exchange, NIT Rourkela.
- e) Faults in EPABX, LIMs, PRI lines, or IP-based systems must be diagnosed and resolved promptly, ensuring seamless integration between legacy systems (e.g., PSTN) and modern IP-based Telephone Exchange.
- f) Maintenance and repairs must follow industry standards, safety norms, and manufacturer guidelines.
- g) The vendor will attend to any other telephone exchange-related work as assigned by the Head of Telephone Exchange.

- h) All allocated work must be completed within the stipulated timeline, with regular progress updates.
- i) Minor telecom-rack/patching adjustments only; no civil/electrical fabrication.

9) Special Conditions

- a) All works shall be carried out in accordance with relevant Indian Standards and applicable Telecommunication Rules. The contractor must ensure compliance with guidelines from the Department of Telecommunications (DoT) and other regulatory authorities. Equipment, systems, and components such as EPABX, LIMs, PRI lines, MGUs, Krone blocks, and telephone cabling must meet the prescribed standards. Any incidental works necessary for maintaining the telephone exchange but not explicitly mentioned will also be included in the contractor's scope of work.
- b) The contractor shall arrange for all necessary tools, tackles, testing and measuring equipment, safety and protective devices, including specialized tools like network testers, cable analyzers, and telecom line testers required for maintenance and troubleshooting of the telephone exchange system.
- c) For emergency communication lines or critical extensions, the contractor must monitor their functionality round the clock to ensure uninterrupted service.
- d) The contractor should provide technically skilled and qualified personnel with relevant experience in telephone exchange maintenance. The deployed staff must have a thorough understanding of Telephone Exchange, including EPABX configurations, PRI line management, and fault diagnostics. Personnel should be capable of reading and interpreting complex system diagrams and troubleshooting effectively.
- e) All breakdown calls and complaints must be attended to immediately. If the nature of the work or frequency of issues requires additional manpower, the contractor must arrange for extra personnel at no additional cost to ensure that academic and administrative activities are not disrupted.
- f) The contractor must ensure that the staff is well-versed with Indian Standards and Telecommunication Rules and Acts. They should also have a strong understanding of safety protocols and industry-standard telecommunication maintenance practices.
- g) The contractor is responsible for ensuring consistency in workforce deployment, correct troubleshooting, good workmanship, adherence to safety procedures, and maintaining a healthy and reliable communication environment.
- h) The contractor must acquaint their staff with site conditions, maintenance procedures, equipment details, safety devices, and the scope of work. Familiarity with the equipment, such as EPABX systems, LIMs, MGUs, and cabling infrastructure, is mandatory. Any activities should be conducted in such a way that they do not interfere with academic or research activities at NIT Rourkela.
- i) The contractor shall ensure timely completion of all maintenance tasks, consistent workforce deployment, and effective communication with the Professor In-Charge (Telephone Exchange). Penalties will be imposed for non-compliance or failure to meet service-level expectations.
- j) The contractor shall implement best practices to ensure optimal functionality of the telephone exchange, including preventive maintenance schedules, system performance monitoring, and timely reporting of any issues or incidents.
- k) The contractor must take full responsibility for obtaining any necessary permits, licenses, or clearances related to telecommunication equipment and systems at the site.
- l) The contractor shall ensure that all work is carried out with minimal disruption to the operations of NIT Rourkela and maintain transparency in reporting, including regular updates on completed tasks and pending issues.

10) General Maintenance

In a broad manner, the AMC work can be scheduled as follows (All at no extra cost).

1. Organized Maintenance

Organized maintenance based on preventive maintenance is essential to ensure:

- a) Uninterrupted communication service

- b) No system breakdowns
- c) Safety for personnel and equipment
- d) Economic operation of the exchange
- e) Reliability and quality of service
- f) Long useful life of the telephone exchange and associated components

2. Importance of Maintenance

Due importance must be given to maintenance to ensure the telephone exchange operates efficiently without any disruption.

3. General Guidelines

- a) Personnel engaged in maintenance must be qualified and possess relevant certifications or licenses in telecommunication system maintenance.
- b) Safety procedures as per telecommunication regulations and standards must be strictly followed.
- c) The vendor shall be responsible for routine check-ups and fault detection of all telephone exchange components, including EPABX, LIMs, MGUs, and machine-side Krone blocks. The vendor must identify and promptly report any faults in the Krone blocks; however, the repair or replacement of Krone blocks, if required, shall be undertaken by NIT Rourkela. All other components, such as EPABX, LIMs, MGUs, and related equipment, shall be fully maintained, repaired, or replaced by the vendor at their own cost.
- d) Maintenance activities carried out as per the schedule should be noted in a **Maintenance Register**, and detailed records must be maintained for tests, faults, and resolutions.

4. Inspection Guidelines

Inspection of the telephone exchange should focus on preventing disruptions and ensuring system integrity. The following points must be checked during the inspection:

- a) Verify there is no overheating, burning smell, sparking, or discoloration in key components like LIMs, MGUs, and boards. These can result from loose connections or overloading.
- b) Ensure no temporary or unprotected wiring exists within the exchange area.
- c) Verify that all cables are properly terminated and routed through conduits or channels to prevent mechanical damage.
- d) Confirm that no unauthorized modifications or alterations have been made by the user of departments to the telephone network.
- e) Ensure that equipment rooms and spaces are not misused for storage or dumping of unnecessary materials.
- f) Verify that access to critical components like the EPABX, LIMs, and power supplies is unobstructed.

5. Cleaning and Maintenance of Equipment

- a) During cleaning, check the physical mounting of all components, such as racks, servers, and connection panels, to ensure they are secure.
- b) Dust and clean critical components, including circuit boards, cable connectors, and ventilation systems, to prevent overheating and signal interference.
- c) Inspect cable terminations and connectors for any loose or damaged connections.

6. Testing and Diagnostics

- a) Regularly test the functionality of all communication features, such as direct inward dialing (DID), caller ID, call forwarding, and voicemail, to ensure they are working properly.
- b) Run diagnostics on LIMs, MGUs, and EPABX configurations to identify and rectify any potential issues.

7. Preventive Maintenance Activities

- a) Schedule periodic software updates for the EPABX, call manager, and provisioning systems to ensure compatibility and security.
- b) Monitor and clean cooling systems, such as fans in the EPABX to prevent overheating of servers and other hardware.

8. Operational Guidelines

- a) Timely verifies that the system is free of bottlenecks or unbalanced loads in communication traffic.
- b) Ensure all backups, including configuration files and call data, are taken regularly and securely stored.
- c) Train personnel in handling emergencies, such as communication outages, to restore the service quickly.

9. Documentation and Reporting

- a) Maintain detailed records of all maintenance tasks, tests, and corrective actions in the **Maintenance Register**.
- b) Generate periodic reports on system performance, including uptime statistics and resolved issues, for submission to the Professor In Charge (Telephone Exchange, NIT Rourkela).
- c) Ensure a record of spare parts usage and inventory to facilitate timely replenishment.

10. Special Testing and Calibration

- a) Check for signal loss, noise, or distortion in communication lines and rectify them immediately.
- b) Perform call quality tests and ensure proper codec configurations for both analog and digital transmissions.

11. Preventive Maintenance

a) Cleanliness

Cleanliness is the foundation of preventive maintenance. Ensure the telephone exchange area, including all equipment like EPABX systems, LIMs, MGUs, and cable connections, is dust-free and well-organized. Regular cleaning of racks, patch panels, ventilation systems, etc. is essential.

b) Schematic Diagrams

Maintain updated schematic diagrams of the telephone exchange system, including EPABX configurations, LIM layouts, cabling, and PRI/CO line connections, for quick troubleshooting and reference during maintenance.

c) Secure Wiring

Ensure all wiring is properly secured with no loose connections, exposed wires, or improper cable management to prevent faults and improve system reliability.

d) Avoid Overloading

Monitor the exchange's load capacity; ensuring no component (e.g., ~~power supply~~, PRI lines, or LIMs) is overloaded to prevent performance degradation or failure.

e) Periodic Maintenance

Preventive maintenance of telephone exchange systems, including EPABX, LIMs, Krone blocks, and MGUs, should be conducted once every month. This includes checking all connections, functionality, and software updates.

f) Safety Measures

Vendor shall routinely observe and promptly report the health status of the EPABX system.

g) Manning and Supervision

Proper manning and supervision of the telephone exchange during operational hours are essential. A qualified supervisor should oversee routine maintenance and emergency response activities.

h) Maintenance Logs and Records

Maintain a detailed log of all preventive maintenance activities, including test results, faults

identified, corrective actions taken, and breakdown history. Keep records of component replacements and software updates for future reference.

i) **Annual Inspection**

Conduct an annual inspection of the entire telephone exchange system to ensure its adequacy, safety, and efficiency. Take remedial measures as required.

j) **Avoid Temporary Fixes**

Avoid temporary or patchy repairs for wiring or connections. Address all issues with permanent and reliable solutions to maintain system integrity.

k) **Server and Software Maintenance:**

The vendor shall install updates and patches only when officially provided free of cost by the OEM. Any software upgrades, version changes (e.g., from version 7.3 to 8.0), or paid feature enhancements shall be outside the vendor's scope and cost. A price estimate for the upgrade from version 7.3 to 8.0 is requested for departmental evaluation.

l) **Periodic Check:**

The vendor should conduct periodic audits of maintenance activities to ensure compliance with preventive maintenance schedules and system requirements.

SECTION – III: INSTRUCTIONS TO BIDDERS

1) Tender Fee & Earnest Money Deposit (EMD) / Bid Security

(i) Tender Fee (non-refundable) of **Rs. 500/- (Rupees Five Hundred only)** and EMD / Bid Security (refundable) of **Rs. 35,000/- (Rupees Thirty Five Thousand only)** to be deposited through **ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form.**

- a) The bidders are allowed to submit their bid only after successful payment of Tender Fee and EMD / Bid Security.
- b) The bidders are required to submit a proof of successful payment of Tender Fee and EMD along with the techno-commercial bid i.e. successful transaction details, UTR No. Any other mode of payment shall not be entertained.
- c) If the bidder makes the online payment within the last date and time of bid submission but not received by NIT Rourkela within the specified period **as mentioned in the CPP Portal** for any reason(s), the bid will not be accepted. Tender Fee and EMD received after due date & time as specified shall be stands forfeited.
- d) **Bank details for NET-BANKING / NEFT / RTGS / IMPS or online payment:**

Bank Name: State Bank of India
Branch: NIT Campus, Rourkela, Odisha
Account Name: Security Deposit Account
Account No.: 30046305869
IFSC: SBIN0002109

- (ii) EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.
- (iii) The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the tender will be considered invalid and other parts will not be opened.
- (iv) Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.
- (v) The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid or the price bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.
- (vi) The EMD submitted by the successful bidder shall be refunded within thirty days of submission and acceptance of the Performance Security/Performance Bank Guarantee/ Security Deposit in case of award of contract.

2) Bid security Exemption

- (i) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from paying EMD/Bid Security. Accordingly, MSEs shall be required to submit valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. The benefit as above to MSMEs shall be available only for Goods produced and services rendered by MSMEs. **However, traders are excluded from the purview of MSME Procurement Policy.**
- (ii) Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from paying EMD/Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
- (iii) Eligible MSE and startup bidders who seeks exemption for paying EMD/Bid Security as per above clause, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to execute the contract, or to submit a performance security before the deadline defined in the request for bids document/contract, they will be suspended for the period of three years or for a period as decided by the competent authority from being eligible to submit bids for future contracts with the NIT Rourkela. Bidders should submit the duly filled and signed declaration as per the attached format in Annexure – V.

- (iv) Those firms who have applied for renewal of registration with any of the above bodies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.

3) Bid Prices, Taxes and Duties

- (i) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to: those prices; or the intention to submit an offer; or the methods or factors used to calculate the prices offered.
- (ii) **Controlled Price:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government.
- (iii) **Price Components:** Bidder shall quote the price including all the specified components of prices shown therein, including the unit prices and total bid prices. All costs related to personnel engaged shall be on the prevailing minimum wages and other statutory allowances. Quotation of “NIL” service charges / margin for the services shall be rejected as nonresponsive.
- (iv) **Price Schedule:** Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration / deletion / modification of other portions of the excel sheet.
- (v) The quoted price shall be considered to include all relevant financial implications, including their inter-alia the scope of the Services to be delivered and incidental goods/works to be supplied, location of bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, etc.
- (vi) **Currencies of Bid:** The currency of bid and payment shall be quoted by bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees only.
- (vii) **HSN Code and GST Rate:** HSN (Harmonized System of Nomenclature) code for the goods provided in this tender document is only indicative. It shall be the responsibility of bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.
- (viii) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax / levy is applicable or payable by the Institute.

4) Bid Evaluation Procedure

The evaluation of the proposals/bids shall be carried out in two stages: at the first stage evaluation of responsiveness and technical proposals is taken up.

(i) Techno-Commercial Bid Evaluation

- a) Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of NIT Rourkela.
- b) Only substantively responsive bids shall be taken into consideration for evaluation. A substantively responsive bid implies complete bid and conforms to the tender document's essential terms, conditions, and requirements without substantive deviation, reservation, or infirmity.
- c) Evaluation of techno-commercial bid shall be the scrutiny and examination of all relevant documents submitted by Bidder as detailed in Section – I (eligibility criteria).
- d) The decision of the committee will be final and binding on all bidders.
- e) The Institute reserves the right to seek confirmation / clarification from the issuing agency for the supporting documents submitted by the bidder.

(ii) Clarification of Bids and Shortfall Documents

- a) During the evaluation of Techno-commercial or Financial Bids, NIT Rourkela, at its discretion, but without any obligation to do so, ask bidder to clarify its bid by a specified date. Bidder shall answer the clarification within the specified date.
- b) The request for clarification shall be submitted in writing or electronically, and no change in price

or substances of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

- c) If discrepancies exist between the uploaded scanned copies and the original submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be rejected as nonresponsive in addition to other punitive actions for violation of Code of Conduct.

(iii) Financial Bid Evaluation

- a) Opening of Financial Bids: The financial bids of bidders whose techno-commercial bids have been technically qualified shall be opened by the Committee on the specified date and time.
- b) L1 Calculation: The lowest bid (L1) will be determined on overall cost of the service. However, the designated committee, at its discretion, may split the entire contract into two or more bidder on matching with lowest (L1) rate.
- c) Criteria for Contract Award: Being the lowest bidder (L1) is not the sole criterion for the award of the contract. The feasibility of the lowest quoted price will be assessed by the Committee, taking into consideration the relevant rules, terms and conditions outlined in the tender. The Committee's decision in this regard will be final and binding on all parties involved.
- d) Tie-Breaking Procedure: In the event that two or more bidders quoted the same prices, the Committee shall decide the L1 bidder based on the following tie-breaking criteria:
 - (i) The bidder's average annual turnover for the last three financial years will be considered first.
 - (ii) If the tie persists, the turnover for the financial year 2024-25 will be considered.
 - (iii) If further tie-breaking is required, the turnover for the financial year 2023-24 will be considered.
- e) If the tie remains unresolved after considering the above financial years, the L1 bidder will be determined by a draw, which will take place in the presence of the concerned bidders. The Committee's decision on this matter shall be final and binding.
- f) Abnormally Low Bids: If a tenderer submits a bid with what appears to be predatory pricing or an abnormally low bid, the Tender Evaluation Committee shall seek written clarification from the bidder, including detailed price analyses, concerning scope, schedule, allocation of risks and responsibilities, and any other requirements outlined in the tender documents. If, after evaluating the price analyses, it is determined that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the bid shall be rejected.
- g) Price Negotiation: NIT Rourkela reserves its right to negotiate with the lowest acceptable bidder (L1), who is techno-commercially suitable for delivery of services.
- h) Cartel Formation / Pool Rates: Unless the Institute decides this to be case of Cartel / Pool Rates, if more than one bidder quote the same total evaluated price, then the Institute reserves the right to distribute unequal quantities among the bidders, excluding one or more bidders based on considerations like performance / financial capabilities or consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions as deemed appropriate by the Institute.

5) Award of Contract

- (i) NIT Rourkela shall award the contract to the bidder(s) whose bid(s) is techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the tender documents.
- (ii) At the time of contract award, NIT Rourkela reserves the right to increase or decrease without any change in the unit prices of other terms and conditions of the bid and the tender documents, the quantum of services originally stipulated in Scope of Work.
- (iii) NIT Rourkela reserves the right to split the entire contract with more than one bidder at lowest (L1) rate.
- (iv) Verification of Original Documents: Before issuing of Award of Contract (AOC) to the successful bidder(s), NIT Rourkela, at its discretion, ask bidder to submit for verification of the originals of all such documents whose scanned copies were submitted online along with technical bid. If the bidder

fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be rejected as nonresponsive in addition to other punitive action as decided by NIT Rourkela.

- (v) The bidder(s), whose bid has been accepted and documents verified (at the discretion of NIT Rourkela), shall be notified the award of contract before the expiration of the bid validity by written or electronic means. The Award of Contract (AOC) shall constitute the legal formation of the contract, subject only to the furnishing of Performance Security as the provision mentioned in the tender documents.

6) Performance Security / Security Deposit

- (i) The successful bidder upon receipt of the Award of Contract shall have to deposit a Performance Security (PS) equal to **5% of the annual contract value**, within 15 days. Performance Security may be furnished in the form of Bank Guarantee (including e-bank guarantee) issued / confirmed from any of the scheduled banks in India, account payee demand draft from a commercial bank except co-operative bank, ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
- (ii) If the bidder, fails to furnish the Performance Security within the specified period, NIT Rourkela at its discretion to annul the award and enforce Bid Security Declaration (in lieu of forfeiture of the Bid Security / EMD), in addition to other administrative punitive action as deemed appropriate.
- (iii) The Performance Security shall not attract any interest. Any pending dues shall be adjusted /recovered from PS.
- (iv) The Performance Security shall be liable to be forfeited if the successful bidder fails to undertake the work within the stipulated period or fails to comply with any of the terms and conditions of the contract.

7) Signing of Contract

- (i) Within seven working days of receiving performance security, the Institute shall make an agreement with the successful bidder. However, stamp paper of appropriate value shall be borne by the bidder as informed by the Institute.
- (ii) Otherwise, the Award of Contract (AOC) or the Contract shall be taken to be legally effective from the date of issuing. The bidder may point out to the Institute, in writing / electronically, any anomalies noticed in the contract within seven days of its receipt.

8) Key factors to be considered during bid submission

- (i) Conditional tenders either in Part – I or Part – II of the tenders shall be liable to be rejected.
- (ii) Proprietary firms, Registered Firms, Registered Partnership Firms, Private Limited Companies, Public Limited Companies, Co-operative Society etc. formed after the publishing date of the tender are not eligible.
- (iii) It shall be the responsibility of the person / firm submitting the tender to ensure that the tender has been submitted in the format as per the terms and conditions prescribed in the tender documents and no change will be allowed after submission of the tender. In the event of any doubt regarding the terms and conditions / format, the person concerned may seek clarification from the authorized officer of the Institute. In case any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightaway.
- (iv) Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.
- (v) For any clarification, please contact:

Prof. Sudipta Maity

Professor In Charge (Telephone), Telephone Exchange,

NIT Rourkela, Rourkela, Odisha - 769008

Phone: 0661246-2222, 0661246-2475, Mob: +91 8013076123

Email: pic-telephone@nitrkl.ac.in & maitysudipta@nitrkl.ac.in

SECTION – IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1) Definitions

In the contract, unless the context otherwise requires:

- (i) **Approved** means approved in writing, including confirmation of previous verbal approval.
- (ii) **Bid** (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in specific contexts means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a documents inviting such offers.
- (iii) **Bidder** (including the term ‘Bidder’, ‘consultant’, or ‘service provider’ in specific context) means any person or firm or company, including any agency branch or office controlled by such person, participating in a Tender Process.
- (iv) **Commercial Bank** means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934 and subsequent act.
- (v) **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
- (vi) **Contract** (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Rate Contract’ or ‘Award of Contract’ or ‘Letter of Award – LoA’ or ‘Agreement’ or ‘repeat order’ or ‘extension order’ accepted / acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating the subject matter of procurement, entered between the NIT Rourkela and the Contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
- (vii) **Contractor** (including the terms ‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’ in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the NIT Rourkela), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.
- (viii) **NITR / Institute / Principal** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
- (ix) **Tender, Tender Documents, Tender Enquiry or Tender Process** is the whole process from the publishing of the Tender Document till the resultant award of contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, format, etc.) published by NIT Rourkela to invite bids in a Tender Process.
- (x) **Work** refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

2) Language of Contract

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written / translated accordingly in that language.

3) Bid Validity

- (i) Bids shall remain valid for a period not less than 120 days from the date of opening of technical bid. Bid valid for a shorter period shall be rejected as nonresponsive.
- (ii) In case the day up to which the bids are to remain valid falls on / subsequently declared a holiday or closed day for the Institute, the bid validity shall automatically be deemed to be extended up to the next working day.
- (iii) In exceptional circumstances, before the expiry of the original time limit, the Institute may request the bidder to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically.

4) Modification / Amendments of Contract

- (i) If any of the contract provisions modified after the contract documents have been signed, the modifications shall be made in writing and signed by NIT Rourkela, and no modified provisions shall be applicable unless such modifications have been done. Requests for changes and modifications may be submitted in writing by the contractor to NIT Rourkela.
- (ii) Any verbal or written agreement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on NIT Rourkela unless and until the same is incorporated in a formal instrument and signed by NIT Rourkela, and till then NIT Rourkela shall have the right to repudiate such arrangements.

5) Communications

- (i) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- (ii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of contract, so designated.

6) Address of the parties for sending communication by the other party

- (i) For all purposes of the contract, including arbitration, thereunder the address of the parties to which the other party shall address all communications and notices shall be:
- (ii) The address of the contractor as mentioned in the contract, unless the contractor has notified change by a separate communication containing no other topic to NIT Rourkela. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (iii) The address of NIT Rourkela shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of NIT Rourkela presently dealing with the contract.
- (iv) Unless already specified before the contract's start, NIT Rourkela and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

7) Contractor's Obligations and Restrictions on its Rights

- (i) Change in Constitution / Financial stakes / responsibilities of a Contract's Business
 - a) The contractor must proactively keep the NIT Rourkela informed of any changes in its constitution / financial stakes / responsibilities during the execution of contract.
 - b) Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - c) A new partner shall not be introduced in the firm except with the consent in writing from NIT Rourkela, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under contract.
- (ii) Assignment and Sub-Contracting
 - a) The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
 - b) The contractor shall notify NIT Rourkela in writing all subcontract awarded under the contract if not already stipulated in the contract. In its original bid or later, such notifications shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract.
 - c) If the contractor sublets or assigns the Contract or any part thereof without such permission, NIT Rourkela shall be entitled, and it shall be lawful on his part, to treat is as a breach of contract and avail any or all remedies thereunder.

(iii) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of NIT Rourkela to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of NIT Rourkela. All related information shall not, without the prior written consent of NIT Rourkela neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract.

(iv) Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required.

(v) Obligations of the contractor under Labour Codes and Rules

- a) The contractor shall fully comply with the provisions of all applicable Labour Codes including Employees' Provident Fund Act, 1952, Employees' State Insurance Act, 1948, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workman's Compensation Act, 1952, Contract Labour (Central Rules) Act 1971, Contract Labour (R & A) Act 1970, and/or such other rules made thereunder, as modified from time to time.
- b) The contractor shall obtain a valid license under the Labour Codes and Rules as modified from time to time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement, the Institute shall treat is as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- c) The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Institute to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates.
- d) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker.
- e) In every case in which, by virtue of the provisions of the Labour codes and the Rules, the Institute is obliged to pay any amount of wages to a workman employed by the contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Institute due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules. The Institute shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Institute under the aforesaid Labour codes and the Rules, the Institute shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Institute to the contractor whether under the contract or otherwise.

8) NIT Rourkela's Obligations

(i) Facilities to be provided by NIT Rourkela

No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided by the Institute to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and no

other purpose whatsoever.

(ii) Provision of Utilities at Site by NIT Rourkela

- a) Unless otherwise stipulated in the contract, The Institute may supply without any obligation to do so, to the contractor, part or whole of the quantity of the water and electricity required for the delivery of Services from the Institute's existing water / electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise).
- b) The contractor shall arrange, at his own expense, to effect the connections and lay additional pipe / power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Institute, and that the contractor shall not be entitled to any compensation nor shall this be a reason for the delay in delivery of Services.

(iii) Custody and Return of the NIT Rourkela's Assets

- a) The Contractor shall be held responsible for all tools, plants, materials and assets / properties made over to him by the Institute. All assets shall remain the property of the Institute, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while assets are possessed or controlled by the contractor, staff, workmen, or agents.
- b) The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Institute whose decision shall be final and binding.

9) Contract Validity

- (i) The Contract shall be initially awarded for a period of one-year from the date issuance of the work order / service order. It may be extended for two more years on year-to-year basis subject to satisfactory performance and requirement of the Institute on the approval of competent authority. Any further extension beyond the aforementioned tenure shall be purely based on performance of the service provider and as per the need of the institute.
- (ii) If the Contractor fails to commence the service after the issuance of the contract order without valid and reasonable justification, the Institute shall have the right to terminate the contract and forfeit the Earnest Money Deposit (EMD). In absence of EMD, the Institute reserves the right to enforce Bid Security Declaration along with other actions as deemed appropriate.
- (iii) At any stage during the tenure of the contract if the agency intends to withdraw the service the same may be addressed to the Registrar, NIT Rourkela. The notice for withdrawal of the contract will be a minimum of 90 days from the date of confirmation given to the Institute in writing. The Performance Security shall be forfeited and the next eligible bidder shall be offered.

10) Liquidated damages

- (i) If the contractor fails to perform the services within the time frame(s) incorporated in the contract, the Institute shall, without prejudice to other rights and remedies available to the Institute under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until the actual delivery or performance, but not as a penalty, a sum equivalent to the 0.5% (half percent) of the related monthly bill of the services, subject to maximum of 5% (Five percent) of monthly billed value.
- (ii) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be treated as breach of contract and shall be noted as deficient performance and be held against the contractor in future tenders. In case the Institute decides to allow performance of contract, after inordinate delays, maximum of liquidated damages shall be 10% (instead of 5%) of the total contract value.

11) Force Majeure

- (i) On the occurrence of any unforeseen event or circumstances, beyond the control of either Party such as an event described as an act of God (like a natural calamity) or events such as a war, strike, crimes (but not including negligence or wrong-doing, predictable / seasonal rain and any other events specifically excluded in the clause), directly interfering the execution of Services arising during the currency of the contract, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Force Majeure does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto.
- (ii) If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.

12) Terms and Mode of Payment

- (i) The payment shall be made through the Electronic Clearance System (ECS) **on quarterly basis (three months)** on submission of original tax invoice in duplicate along with satisfactory performance report duly signed by the designated officer of the Institute.
- (ii) The successful bidder shall submit the tax invoice to the designated officer of the Institute for certification for payment within 7 days of the successive quarter. The designated officer shall verify the work records, documents, and satisfactory performance report prior to initiating the payment process.
- (iii) The contractor shall ensure timely disbursement of wages and statutory payments to its deployed personnel in accordance with applicable laws and regulations, independent of bill settlement timelines by the Institute. The contractor must be financially capable of covering three (3) months' worth of operational expenses including monthly wages, statutory levies, tax and other related costs, regardless of the monthly bill settlement.
- (iv) The Institute will make payment to the contractor within thirty (30) days on receipt of tax invoice with all supporting documents as mentioned in this document. The payment shall be released after any hold amount for the wages, EPF, ESIC, as well as deduction for excess billing amount / deduction of any penalty that may be imposed by the designated committee of the Institute.
- (v) The Tax Invoice must be accompanied by the following documents without exception:
 - a) Original Tax Invoice. The tax invoice must incorporate the following details:
 - (i) Bank Account Number, Branch name with address, Branch Code and IFS Code
 - (ii) PAN and GSTIN
 - (iii) Work Order Details
 - b) Acquittance (Wage) Register duly signed by the individual contract Labour, if applicable
 - c) Attendance Register, if applicable
 - d) Satisfactory performance report duly signed by concerned Head of the Department of the respective month.
 - e) ESI (Employees' State Insurance) remittance challan along with Contribution history, if applicable
 - f) EPF (Employees' Provident Fund) Payment Confirmation Receipt along with ECR, if applicable
 - g) GST payment challan
 - h) Proof of bank remittance for wages paid to all deployed personnel. Payment to deployed employee shall be made in their bank account only.
- (vi) Statutory Deduction: The Institute shall deduct applicable statutory levies such as Income Tax (TDS), GST TDS, if applicable, or any other government imposed deductions, including penalties if levied under extant laws.

- (vii) No advance payment shall be made under any circumstances. There shall be no nexus on delay in processing of the monthly bill by the Institute and wage disbursement by the contractor to its deployed personnel.

13) Completion Certificate and Final Payment

- (i) Upon a written intimation from the contractor, the Institute shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The Institute may also issue such a certificate indicating the date of completion concerning any part of the service before the completion of whole service.
- (ii) Notwithstanding the issue of Completion Certificate for service, the contractor and the Institute shall remain liable for the fulfillment of any obligation incurred under the provision of the contract before the issue of completion certificate. The contract shall be deemed to remain in force till the nature and date of any such obligations are determined. The contractor shall submit the final bill after issuance of completion certificate by the Institute.
- (iii) Notwithstanding the issue of completion certificate and release of final payment, the Institute reserves the right to carry out within 180 days of such completion / final payment, a post-payment audit and / or technical examination of the services and the final bill including all supporting vouchers, abstracts etc. if any over payment to the contractor is discovered due to such examination, the Institute shall claim such amount from the contractor.

14) Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or any other obligation that substantively affects the Institute's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- (i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all the Services or fails to perform any other contractual obligations based on which contract was awarded within the period stipulated in the contract or within any extension thereof granted by the Institute it shall be treated as a breach of Contract.
- (ii) **Insolvency:** If the contractor or any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, the Institute shall consider it as a breach of Contract.
- (iii) **Liquidation:** If the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, the Institute shall consider it as a breach of Contract.
- (iv) As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

15) Fore-closure / Termination of the Contract

NIT Rourkela reserves the right to terminate the contract at any time as per the following terms & conditions. On termination of the contract, the personnel engaged by the service provider shall also be presumed as terminated.

- (i) By giving one month's notice to the service provider without assigning any reason thereof.
- (ii) By giving one month's notice to the service provider, if the service provider fails to perform its duties as per the agreed terms and conditions of the contract.

- (iii) By giving one month's notice to the service provider, for committing breach of the terms & conditions of the contract, or assigning the contract, or any part thereof, or benefit or interest therein or hereunder by the service provider to any third party for subletting whole or part of the contract.
- (iv) By giving one month's notice to the service provider, if the service provider is declared bankrupt or otherwise insolvent by the court of law. During the notice period, the service provider is to continue their duties until the expiry of notice period. On termination of the contract, it shall be the duty of the service provider to ensure that no person creates any disruption/hindrance/problem of any nature to NIT, Rourkela.
- (v) In case the firm voluntarily requests for cancellation of contract, the notice period shall be 90 days.

16) Debarment of Business Dealings

- (i) As per the Rule 151 of GFRs 2017 a bidder shall be debarred if he has been convicted of an offence
 - a) Under the Prevention of Corruption Act, 1988; or
 - b) Bhartiya Nyaya Sanhita (BNS), 2023 or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- (ii) If a bidder debarred under the aforementioned clause, then the bidder or any successor of the bidder shall be ineligible to participate in procurement processes of NIT Rourkela for a period as decided by the Competent Authority with maximum ceiling of three years commencing from the date of debarment.
- (iii) NIT Rourkela reserves the authority to debar a bidder or any of its successors from participating in procurement processes for up to two years if it is determined that the bidder has violated the code of integrity, as outlined in Rule 175 of GFRs 2017.
- (iv) The Institute will maintain a list of debarred entities, which will also be publicly accessible on its website and may forward to appropriate ministry/department for hosting it in their domain.
- (v) The Institute adheres to the guidelines of the Ministry of Finance vide Office Memorandum No. F.1/20/2018-PPD dated 02/11/2021 for the purpose of debarring firms from bidding and participating in the procurement processes.

17) Arbitration and Settlement of Dispute

All disputes or difference of any kind whatsoever arising out of or in connection with the contract work during the subsistence of the contract or otherwise, shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT, 1996 and any statutory rules/amendments thereof.

18) Jurisdiction & Right to Amend the Rules

- (i) The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time, which shall be final and binding on the firm.
- (ii) The Institute rules shall be binding when executing the contract. If differences persist ever after arbitration & there are compelling reasons to go to court, it will be decided in the Court of Rourkela only.

19) Cancellation of Tender

- (i) Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.
 - a. To accept or reject lowest bidder or any other bidder or all the bidders.
 - b. To accept any bid in full or in part.

- c. Float/ initiate a parallel tender for identical requirement.
- d. Cancel the tender at any stage.
- (ii) **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria, or any other document(s) turns out to be not genuine:
 - a) Before award of Contract: The contract will not be awarded, EMD shall stand automatically forfeited, and the tenderer shall be liable for any further action as may be deemed appropriate by NIT ROURKELA; or
 - b) After award of Contract: The contract shall be cancelled, Security Deposit shall stand forfeited, and the service provider shall be liable for any other action as may be deemed appropriate by NIT ROURKELA.
- (iii) Until a formal agreement is prepared and executed, acceptance of terms and conditions of this tender shall constitute a binding contract between bidder and NIT ROURKELA.
- (iv) The contractor is not eligible for any compensation or claim in the event of such cancellation.

20) Indemnity

The contractor is responsible for all involved risks, liabilities, and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances, NIT Rourkela shall be held liable for any mishap, injury, accident, or death of deployed manpower during anytime (whether on and off duty). The Contractor shall have all the responsibility in all cases. The Contractor shall be liable to pay compensation in accordance with the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the deployed manpower, the same shall be recovered from the Contractor.

ANNEXURE – I: TECHNICAL BID SUBMISSION FORMAT

TECHNICAL BID SUBMISSION FORMAT

Particulars for Details in line with eligibility criteria of bid document	Details to be provided by the bidder in respective columns for details along with self-certified copy of supporting documents as proof (<i>Bidder to index all pages for supporting documents and to provide relevant page numbers</i>)		Page Number(s)
Bid / Tender Ref. Number:			
Name of the Bidder / Service Provider			
Registered / Corporate office Address			
Registered / Branch Office Address in Odisha			
GSTIN & PAN No.			
Tender Fee Payment Details			
EMD Payment Details			
UDYAM or any other Reg. No.			
EPFO, ESIC Registration No.			
The bidder should be a company incorporated under Companies Act as per Government of India, 1956/2013. The Bidder should have been in operation in India for a period of at least for 05 years prior to the date of issue tender	CIN / Registration No.		
	Date of Incorporation/Registration		
	Legal Status of the Bidder/Types of Companies Registered		
Financial Details of Bidder			
Bidder's Average Annual Turnover should be Rs. 50 Lakh for the last three financial years (FY 2022-23, 2023-24, 2024-2025). The turnover should be applicable to bidder and not for its group companies / subsidiary companies / parent company.	Particulars	Turnover (in INR)	Page Number(s)
	FY 2022-23		
	FY 2023-24		
	FY 2024-25		
	Average		

DETAILS OF EXPERIENCE AND PAST PERFORMANCE (Refer clause no. 3, Section – I for details regarding experience and past performance)			
Contract/ Work Order/ Particulars	Work Order 1 (meeting the eligibility criteria)	Work Order 2 (meeting the eligibility criteria)	Work Order 3 (meeting the eligibility criteria)
Client / Organization Name			
Contract/ Work Order/ Reference No.			
Date of Commencement of Contract / Work			
Actual Date of Completion of Work			
Contract / Work Order Value (in INR)			
Contract Period (in Years & Months)			
Satisfactory Completion Report / Contract closure letter Reference No. and date			
Contact Details of Organizations / Client / Customer (name, designation, mobile, email etc.)			
Page No for the above documents (00 – 00)			
ANNEXURE (Should be filled and signed by the bidder)			Page No.
Annexure – I: Technical Bid Submission Format			
Annexure – II: Tender Acceptance Letter			
Annexure – III: Self Declaration – Non-Blacklisting			
Annexure – IV: Performance Report Cum Work Completion Certificate			
Annexure – V: Bid Security Declaration (For EMD exempted bidder)			
Annexure – VI: Bank Mandate Form			

NOTE:

- i. Bidders must provide details as per above specific format with necessary supporting documents as proof along with **summary of such details with relevant page numbers for each bid criteria** for technical evaluation. Such details should be in **CLEAR, READABLE FORMAT. No other format will be entertained.**
- ii. Bidder have to indicate page number where relevant work orders; satisfactory performance report, other details are attached.
- iii. In case the details are not found at indicated page, no further cognizance of other submitted documents will be taken and bids shall be evaluated accordingly.
- iv. Submission of unsolicited details / experience / other documents etc. other than specified in the in bid may lead to treat bid as unresponsive and shall be rejected without any further reference to the Firm / Agency.

ANNEXURE – II: TENDER ACCEPTANCE LETTER
(On the Letterhead of the Firm)

To,

The Registrar,
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Sub: Acceptance of all the terms & conditions of tender.

Ref.: Routine, Preventive and Breakdown Maintenance of Telephone Exchange including all Telephone Exchange Installations at NIT Rourkela.

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned “Tender/Work” from the CPP Portal or NIT Rourkela web site(s).
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished for this tender are authentic to the best of my knowledge and belief.
4. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
6. I / We/ are aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my / our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Yours faithfully,

Authorized Signatory
(Signature with Seal)

Name:

Designation:

Date:

ANNEXURE – III: DECLARATION NON-BLACKLISTING, NON-PENDING CRIMINAL CASES AND NON-PENALIZATION

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non-judicial Stamp Paper by the Tenderer)

I/We, the undersigned, being the Proprietor / Partner(s) / Director(s) / Authorized Signatory of M/s. _____, having its registered office at _____, do hereby solemnly declare and affirm as follows:

1. **That our firm/company, M/s. _____, has not been blacklisted or debarred** by NIT Rourkela or any other Government Organization / PSU / Central or State Autonomous Body or any other organization at any time in the past or as on date, from participating in tenders due to any reasons including corrupt or fraudulent practices.
2. **That there is no police case, vigilance inquiry, or court proceedings pending** against the firm or its partners / directors, and we have never been penalized by any Hon'ble Court.
3. **That there are no dues pending** with the Income Tax department and the firm is in full compliance with relevant statutory obligations including Labour Laws.
4. **That our firm/company is not presently debarred or declared ineligible** to participate in the tendering process for any Government / PSU / Autonomous Body in India on the date of submission of this bid.

I/We understand that if any of the information given above is found to be false or misleading at any stage of the tendering process or during the execution of the contract, NIT Rourkela shall be, at its discretion to take appropriate action including forfeiture of Performance Security, cancellation of contract, and debarring our firm from future tenders.

DEPONENT

(Signature of the Authorized Signatory)

Name: _____

Designation: _____

Address: _____

Attested by

(Signature & Seal of Public Notary/Executive Magistrate)

Name: _____

Date: _____

ANNEXURE – IV: PERFORMANCE REPORT CUM WORK COMPLETION CERTIFICATE

(On Official letterhead of the issuing Organization)

PERFORMANCE CUM WORK COMPLETION CERTIFICATE

Performance reports cum experience certificates for the completed and ongoing work during the last 5 years. Please fill separate form for each project. Attach copies of work order / agreement.

Sl. No.	DESCRIPTION	Details to be filled by issuing organization
1.	Name of the Firm/Agency <i>(Full name and complete address of the agency)</i>	
2.	Name of the work / Project & Location	
3.	Agreement No. / Work Order No. <i>(Please enclose copy of the work order with Authorized Signatory)</i>	
4.	Contract Value (in INR)	
5.	Actual value of completed work	
6.	Date of Commencement of Work <i>(DD/MM/YYYY)</i>	
7.	Date of Completion of Work <i>(DD/MM/YYYY)</i> <i>(Please mention "under progress / continuing" if not completed)</i>	
8.	Total Duration of the work in years / months <i>(Including extension, if any)</i>	
9.	Quality of Service <i>(Please select any one)</i> <i>(Excellent / Good / Satisfactory / Bad / Very Bad)</i>	
10.	Contact Details of Issuing Organization <i>(Name, designation, email, and contact number)</i>	

This is to certify that the above information is true and correct to the best of our knowledge and records. The work was executed as per the terms and conditions of the contract and the performance of the agency is as stated.

Note: This Report must be issued on the official letterhead of the issuing organization failing which shall be rejected summarily.

Issued on dated:

Authorized Signatory
(Name and Designation)
Head of the Department / Equivalent
(Seal & Signature of the Issuing Organization)

ANNEXURE – V: BID SECURITY DECLARATION (For EMD exempted bidder)
(On the Letterhead of the Firm)

To

The Registrar

National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Routine, Preventive and Breakdown Maintenance of Telephone Exchange including all Telephone Exchange Installations at NIT Rourkela.

Dear Sir,

I/We, the undersigned, hereby submit our Bid for the above-mentioned tender and declare the following:

1. I/We understand that, in accordance with the tender terms and conditions, bids must be supported by a **Bid Security Declaration** in lieu of Bid Security (EMD).
2. I/We accept that I/We will be **automatically suspended** from participating in any tender or contract issued by NIT Rourkela for a period of **three (3) years** or as decided by the Institute, starting from the date of bid closure, in the event that we:
 - a) Withdraw our bid during the period of bid validity specified in our Letter of Bid; or
 - b) Having been notified of the acceptance of our bid by NIT Rourkela during the bid validity period:
 - (i) Fail or refuse to execute the contract, or
 - (ii) Fail or refuse to furnish the required Performance Security in accordance with the tender terms.

I/We understand that this declaration shall be binding on us and may be used by the Institute to enforce the above penalty provisions without requiring further notice or legal proceedings.

Thank you.

Yours faithfully,

Authorized Signatory

(Signature with Seal)

Name:

Designation:

Date:

ANNEXURE – VI: BANK MANDATE FORM

Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS) Facility for receiving payments.

Details of Accounts Holders:

Name of the Firm / Agency	
Complete Address of the Firm / Agency	
Name of Account Holder	
Name of the Bank	
Type of Bank Account (SB/Current/Cash Credit)	
Complete Bank Account No. (Latest)	
Complete IFS Code	
Branch Name with Complete Address, Telephone No. and E-mail.	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I/We would not hold the use Institution responsible.

Authorized Signature of Firm / Agency

Date:

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

Signature of the Authorized Officer of Bank

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Institute at the earliest.