



NATIONAL INSTITUTE OF TECHNOLOGY
ROURKELA-769 008 (ODISHA)

Tender Notice No. NITR/PW/2016/08

Dated: 08.06.2016

TENDER FOR LAWN CONSTRUCTION WORK AT VARIOUS LOCATION IN THE INSTITUTE

Sealed tenders are invited from eligible and experienced Firms/Agencies/garden Contractors for the captioned work in NIT, Rourkela in prescribed format and to be received by the undersigned by 03.00 PM of Dt: 28/06/2016 for the following work as per the following terms and conditions.

A. OPERATIVE TERMS AND CONDITIONS

1. Adequate personnel as necessary for effective execution of the job must be deployed by the firm/agency. The Agency/Firm will maintain the agreed deployment of well-trained gardeners and labourers for effective execution of the job.
2. Jungle bars and/or any other useful equipment may also be given by the institute as per availability, to be used for the purpose. The contractor shall bear the cost of consumables, petrol, repair and maintenance.
3. Water and electricity required for the job will be provided by NIT, Rourkela at designated points. The contractor shall arrange pumping, supply and distribution etc. up to and within the required work-site.
4. The assets and articles provided by the Institute shall be property of the Institute and agency shall be merely the custodians of such assets and articles. On termination of contract, any such property shall be handed over to the Institute in good and intact condition.
5. The Agency shall assure that in the event of shortage of personnel on duty, the routine maintenance work shall be executed effectively by engaging substitute personnel or assigning overtime duties to other employees at his own cost and expenses.
6. The Agency shall designate their representative stationed at the Institute, who would act as a liaison officer between the agency and the Institute as and when required.
7. Deficiency in Service :The institute authorities shall inspect the facility from time to time to assess the performance of the Contractor. If any deficiency in service is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate financial adjustment in the next bill. Such adjustment will typically be twice the value of the deficiency to account for the administrative cost and hardship to the users. The cost of the deficiency shall include not only the saving to the contractor in materials, equipment usage and personnel, but also the consequence of poor performance by contractor's personnel and of poor supervision. In case of dispute in assessment, the decision of Director, NIT Rourkela shall be final and binding.

8. **PAYMENT WILL BE MADE IN TWO PHASES :60% of payment will be made AFTER ONE MONTH OF PLANTING GRASS, AND REST 40 %AFTER 6 MONTHS only IF THERE WILL BE A UNIFORM COVERING OF GRASS CANOPY.**
9. **REST 40 %WILL BE PAID ONLY IF THERE WILL BE A UNIFORM COVERING OF GRASS CANOPY, OTHERWISE IT SHALL NOT BE PAID UNDER ANY CIRCUMSTANCES.**
10. Vendor will not be responsible for any loss arising out of any construction work.
11. The recommendation of the committee will be put up to Director NIT for his consideration. Decision of Director, NIT Rourkela will be final and binding. It should be noted that selection will be based on combination of quality and cost, instead of cost alone. If desired the Institute reserves the right to split the entire works of the tender into two parts of 60% and 40% between L1 & L2 among the bidders.

B. STATUTORY OBLIGATIONS:

1. This is purely a service contract where the Firm/Agency/Contractor shall render quality services to the institute as per the prevailing terms and conditions of the contract. The agency/firm shall be directly responsible for payment of wages (including other statutory benefits as applicable) to his manpower engaged under this contract at his own cost. When the contract terminates there shall be no physical or moral pressure on the institute, on grounds of "person displaced from job".
2. The Firm/Agency shall abide by all statutory and regulatory Acts of both Central Government and State Government.
3. All safety measures must be taken care, in order to avoid any accident, fire and other safety hazards. Any type of loss of assets due to any such incident is the sole responsibility of the Firm/Agency. The Institute shall in no way be liable for any such incident.
4. If there is any damage to the institute property or any other financial burden on the institute because of wilful or negligent action by the Firm or its personnel, the institute shall be entitled to recover the same by means of compensation from the Firm/ Agency.
5. The staff engaged by the Agency shall draw their remuneration from their Agency and will not claim any employment benefit from the Institute at any time. The agency shall also be responsible for the statutory obligations of such personnel and shall indemnify the Institute in the matter.

C. MODE OF SELECTION:

1. A committee constituted by the Institute will examine all the proposals on the basis of :
 - (a) Credentials of the contractor and the key personnel.
 - (b) Past experience in similar business.
 - (c) Methodology to be applied for specified job.
 - (d) The quality of service.
 - (e) Service charges quoted.
2. The contractors will be short-listed on the basis of sound knowledge and proven experience in the field related to the work. It is the responsibility of the bidder to convince the Institute Committee that the institute plants (which are live objects) are safe in their hands and will be properly looked after.
3. The technical bid shall have 70% weight age out of 100 marks. The bidders

securing 60% of the total marks assigned to technical bid (i.e. 42/70) shall be declared qualified in the technical evaluation. Marks assigned to bidders by the appropriate committee and approved by Director, NIT Rourkela shall not be questioned by any bidder.

4. The bidders who qualify in the technical evaluation stage shall only be called for opening of financial bids. Institute shall open the financial bid on the same day or else intimate the bidders, the time/ venue for the financial bid opening in written communication/over telephone/e-mail communication.
5. The Financial Bids of all qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
6. The financial bid shall have 30% weight age out of 100 marks. The lowest bidder shall get highest marks (30/30) and others getting proportionately.
7. Selection will be made based on the highest score. [Technical evaluation (70) + Financial Bid score (30)]
8. The recommendation of the committee will be put up to Director NIT for his consideration. Decision of Director will be final and binding. It should be noted that selection will be based on combination of quality and cost, instead of cost alone.

D. COMMERCIAL TERMS AND CONDITIONS:

1. The EMD of successful bidder/firms shall be kept as Security Deposit. The security deposit shall be released within one month after realization of the Institute dues and successful completion of work, if there would be any on termination of the contract. If the firm fails to operate as per agreed terms and conditions of the contract the security deposit shall be forfeited.
2. If the Firm/Agency/Contractors fails to initiate the job within specified time given by the

Institute, the EMD shall be forfeited and the next eligible firm/Agency shall be offered.
3. The agency shall submit bill (the mutually agreed rate as per the contract) to the Institute through the designated Official of the Institute, who shall endorse a certificate on the bill for the services rendered by it during that period. The payment of the certified bill shall normally be made within fifteen days from the date of receipt of the bill.

E. CONTRACT VALIDITY :

1. **The completion of job should be within 6months from the date of getting service contract /work order, failing to which the contract will be terminated.**
2. This contract can be terminated under any one of the following circumstances.
 - (a) By giving one month's notice by the Institute, anytime without assigning a reason, if in the opinion of the authorities such termination is in the interest of the Institute. This termination will not be challenged by the Contractor.
 - (b) The firm/Contractor not performing his duties properly as per the agreed terms and conditions of the contract. The institute shall decide whether the

performance of the contractor meets specification or is deficient and to what degree. In such a case the notice period shall be one week without any compensation.

- (c) For committing breach of the terms & conditions of the contract or assigning the contract or any part thereof by the Agency to any third party or subletting whole or part of the contract or the premises to any third party. The notice period shall be one week without any compensation.
- (d) The firm/Contractor being declared as insolvent by the court of law. The notice period shall be one week without any compensation.
- (e) For indulging in any grossly unsafe practice, stealing or wilfully damaging institute property or engaging in any illegal activity, the contract may be terminated on immediate notice. Decision of Director, NIT Rourkela in this matter shall be final and binding.

During the notice period for termination of contract in any of the situations contemplated above, the contractor shall keep discharging his duties as before till the expiry of notice period. It shall be the duty of the Contractor to remove all the persons and / or resources deployed by him on termination of the contract on any ground whatsoever and to ensure that no person creates any disruption/ hindrance/ problem of any nature to NIT, Rourkela.

F. JURISDICTION AND RIGHT TO AMEND RULES:

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

G. INSTRUCTIONS TO THE BIDDERS:

1. This Invitation for Bids is open to the agencies having experience in garden maintenance works for a period of minimum two years of a significant value, executed with Central / State Govt. Departments / Autonomous Bodies /Institutes of Repute/Private organizations etc.
2. The Bidder is expected to examine all instructions, forms, terms & conditions, and specifications in the bidding document. Failure to furnish information required by the bidding document or submission of a bid not substantially responsive to the bidding document in every respect will result in rejection of the bid.
3. Interested bidders can visit the site in our campus on any working day. In case of any further

Clarification, the bidders may contact **Prof. Mrs. A. Sahu, Ph. No.0661-2462258.**

4. The bids must be submitted in three **separate** sealed envelopes as listed below all kept in one sealed big envelope.

- a) Techno-Commercial
 - b) Price Bid
 - c) EMD
5. The price bid must be submitted with seal & signature of the bidder as per Annexure-IV. Any other format of price bid shall not be accepted.
4. E.M.D of **Rs. 20,000/-** in the shape of demand draft in favour of “Director, NIT Rourkela”, payable at any nationalized bank at Rourkela must be deposited along with the bid without which the bid will not be honoured and liable to be rejected . The E.M.D will be refunded to unsuccessful bidders within a month of finalization of tender.
5. Bid shall remain valid and open for acceptance for a period of 60 days from the last date of submission of bids.
6. The bidders are requested to apply in a sealed envelope, addressed to The Registrar, NIT, Rourkela, super-scribing the following on the top of the envelope.

TENDER FOR LAWN CONSTRUCTION WORK AT NIT ROURKELA

Tender Notice No.

Date:

Due date: Dt. by time PM

7. All relevant information and documents must be furnished along with the proposals in the given format (Annexure- I).
8. Last date for submission of proposals : Dt. 28.06.2016 **by time 3.00 PM**
- Date of opening of proposals : Dt. 28.06.2016 **at time 4.00 PM**
9. The Institute reserves the right to cancel / reject any or all offers without assigning any reason thereof.

FORM-A
**PRE-QUALIFICATION INFORMATION
LETTER OF TRANSMITTAL**

To

The REGISTRAR

National Institute of Technology,

Rourkela-769008.

Sir,

Having examined the details of pre-qualification document, I hereby submit the pre-qualification documents and other relevant information.

1. I hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct to the best of my knowledge. I understand that if any information found incorrect, the application is liable to be cancelled.
2. I have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I certify that my firm is not **blacklisted/banned** from business by any organization.
4. I hereby accept the rules and procedures of the institute for pre-qualification of contractors and agree that the Institute has the right to accept or reject any application without assigning a reason thereto.

(Signature of the Agency)

FORM-B

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

APPLICATION FOR PRE-QUALIFICATION

1. NAME OF AGENCY/FIRM:- _____
2. ADDRESS:- _____
3. FAX/TELEPHONE NUMBER:- _____
4. SPECIAL QUALIFICATION OF TECHNICAL PERSON:- _____
5. LIST OF EQUIPEMENT / MACHINERY IN POSSESSION _____
6. DETAILS OF REGISTRATION WITH
OTHER GOVT/PSU ORGANISATION:- _____
 - NAME OF THE DEPARTMENT/ORGANISATION _____
 - CLASS OR CATEGORY _____
 - ENLISTMENT AUTHORITY _____
 - DATE OF VALIDITY _____
7. VOLUME OF BUSINESS IN LAST THREE FINANCIAL YEARS

2013-14 Rs _____

2014-15 Rs _____

2015-16 Rs _____

Cumulative quantity of Gardens _____ Sq.M

8. Important jobs executed in Govt./psu including specifications, materials used, quality adherence, methods of testing including test/inspection certificates.

9. Valid Income Tax clearance certificate (ITCC).

10. Any other information regarding technical capability and financial soundness.

(Signature of the Agency)

(To be typed on the Agency's Letterhead)

PRICE BID

(To be submitted in the Letter Pad of firm)

To

The Registrar

NIT, Rourkela – 769008.

ORISSA

Sub: :

: i) Notice No:

Date :

Dear Sir,

We are hereby submitting the price bid for -----consisting of the following components:

Sl. No. Name of Works

Estimated Cost (Rs.)

Our quoted price is :

WORK _____%

[_____%]

BELOW /ABOVE

(In figure)

(In words)

The same percentage will be applicable to all the items

Signed in the capacity of duly authorized to sign tenders for and behalf of

Name of Firm

Signature

Name & Address

Telephone No

Date :

Fax No.