



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

Tender Notice No.: NITR/PW/2019/136

Date: 26/07/2019

TENDER FOR “CLASSROOM SERVICES AND MANAGEMENT” CONTRACT FOR LA (Lecture Annexure) OF NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

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

1.

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

2.1 Important Dates

- Last date of submission of tender **20/08/2019** by **03:00 PM** through e- Procurement Process.
- Date of Opening of Technical Bid(Cover-I)** of the tender on **21/08/2019 at 03:00 PM.**
- EMD and Cost of Tender** should reach to **Registrar, NIT Rourkela-769008** through **Speed Post/Registered Post/Courier** on or before the date and time of **opening of the technical bid** i.e **21/08/2019 at 03:00 PM.**

2.2 Tender document is available in e-Procurement module available in CPP Portal (<https://eprocure.gov.in/eprocure/app>) or may be downloaded from the website of National Institute of Technology, Rourkela i.e. https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/8Maintenance/Default.aspx.

3. **Nature and Scope of Work**

- I. The contract involves "caretaker" of all LAs including LA1 & LA2, all the time during validity of the contract.
- II. The contract is basically item/unit rate contract and involves no control of NITR over the staff of the contractor except to provide an environment friendly atmosphere to the faculty members taking classes in LA.
- III. The period of the contract will be for two years from the date of issue of work order, unless extended otherwise.
- IV. The contract price is inclusive of all taxes and duties including G.S.T. and contractor is to bear all incidental cost/tax connected to the execution of the contract.
- V. The work may be divided among more than one party subject to matching with lowest price determined in the tender process.
- VI. The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- VII. Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- VIII. Bringing in outside influence or entering in to unsolicited correspondence / communication will entail rejection of tender and a proceeding for blacklisting.

4. **ELIGIBILITY:**

- I. **Status:-** The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidder in the form of JV/consortium may be permitted. A proof on status the bidder shall be submitted. The firm should have Zonal or Regional headquarter in Odisha/Rourkela.
- II. **Financial Capacity:** The bidders should have the **minimum turnover of Rupees Four Lakhs** during the **last financial years (2017-18)**. Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and/or capable to sustain, itself financially till bills are processed & payment released.
- III. **Experience:** At least 5-7 years of experience in the similar work (As mentioned in Scope of work).
- IV. **Registration:** The Bidder should be registered under GST Act, the labour laws (should have valid labour license), Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof shall be submitted.
- V. The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

Sd/-
REGISTRAR

ANNEXURE-1

LIST OF classrooms in LAs'

Sl. No.	Name of the LA	No. of Rooms
1	LA1	36
2	LA2	57

CHECKLIST FOR TENDERER

Sl. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the DD for EMD of Rs. 20,000/- and Tender Cost of Rs.1000/- to the Registrar NIT, Rourkela through Post / Courier?		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of CPP portal?		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF Labor License, and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of CPP portal?		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement site of CPP portal.		

Signature of Tenderer

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO.: NITR/PW/2019/136

DATED: 26/07/2019

- 1.** The tenderer shall submit the tender in two parts in the e-Procurement site (<https://eprocure.gov.in/eprocure/app>) of CPP portal consisting of Part-I (techno-commercial) and Part-II- Financial Bid (i.e. BOQ) each in separate cover. The **EMD of Rs. 20000/- (Rupees Twenty Thousand)** together with **Tender Cost of Rs. 1000/- (Rupees One Thousand)** shall be deposited in the shape of Banker's Cheque/Demand Draft in favor of **Director NIT, Rourkela** payable at Rourkela from any Scheduled Commercial Bank except Co-operative and Gramin bank and should be valid for the period of 45 days beyond the bid validity period. And submit the same through **Speed Post/ Registered Post/ Courier** in a separate sealed envelope to **Registrar, NIT Rourkela** in the physical form super scribing with the word "EMD and Tender Cost", Tender Notice No. & Tenderer Name with Address.

Tenders not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.

- 2.** Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP portal within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
- 3.** The cover containing the DD for both EMD, Tender Cost shall be opened first at the time of opening of technical bid. The Part-I offer of the those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
- 4.** The price discovery against this tender will be through e-Procurement.
- 5.** The tender shall be **valid for 90 days** for acceptance from the date opening of the price bid & withdrawal in between shall entail the forfeiture of Earnest Money.
- 6.** Tenders not received in the prescribed forms as specified in the invitation to will be liable for rejection.
- 7.** The Tenderer(s) shall dully fill in all particulars in the format as at **annexure- 4A** and it shall form part of tender document under Techno-Commercial bid. Non-submission of duly filled in & signed form of tender shall render the tender invalid.
- 8.** The invitation to Tender, Instructions to Tenderers, Special Conditions (S.CC) of Contract & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The Latter shall prevail.
- 9.** The Tenderers shall furnish the following documents as part of **Technical Bid**:
 - 9.1** Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:

- i. In case Of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
- ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
- iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital.
- iv. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.

If required the original documents will have to be produced for verification.

9.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.

9.3 Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of NIT, RKL with Proprietor, Partner – Director of the firm is to be furnished.

9.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in NITR or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to lower class of job.
- d. Under Orders for banning of suspending business with him/ them. If yes, give the details indicating the period.

9.5 **Banning of Business Dealings:**

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

9.6 **Contractor's Background:**

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

9.7 **Documents to be submitted**

- (a) RPFC Registration Code Number, if any:
- (b) Registrations with ESI, if applicable.
- (c) Copy of Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years.(Duly attested by Notary) for **preceding three years** from the date of tender.
- (d) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
- (e) Copies of Permanent Account Numbers (PAN Card).
- (f) GST Registration Number and copy of Certificate of Service Tax Registration.
- (g) Copies of Labour Licence particulars under Contract Labour (Regulations And Abolition) Act, 1970 held under Previous Contract, If Any.

10. The tenderer is advised to inspect all the Lecture Annexures (LA1 & LA2) of the institute & satisfy him-self before submitting his tender as to the nature of work. No complaints on these accounts shall be entertained after submission of the tender. The inspection of the site can be made from **29/07/2019 to 09/08/2019 between 3:00PM to 05:00 PM on prior appointment.**

11. Contract Validity: The initial period of contract will be valid for two years. Further, based on satisfactory performance it may be extended on year to year basis subjected to approval from the competent authority. The monthly quoted price in BOQ will be constant throughout the contract period.

12. BID OPENING PROCEDURES

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

12.2 The financial bids of those bidders whose Technical Bids are accepted, shall be opened by the Committee on the specified date and time.

13. CLARIFICATION ON TECHNICAL BID EVALUATION

13.1 The technical bids shall be evaluated based on the available documents submitted by the bidder in the e-Procurement module of CPPP. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing through e-Procurement site.

13.2 If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.

13.3 Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

14. TECHNICAL BID EVALUATION

Technical bids will be evaluated based on submitted documents and the technical methodology adopted by the bidder for Classroom services and maintenance by the committee formed by the competent authority of NITR. The decision of the committee will be final and binding to all bidders and can't be question at any stage of evaluation.

The bidders who qualify in the technical evaluation may be intimated through the e-Procurement site.

15. FINANCIAL BID OPENING PROCEDURE

The financial bid (BOQ) shall be in excel sheet form. The Financial Bids (BOQ) of all technically qualified Bidders may be opened on the scheduled date and time.

16. FINANCIAL BID EVALUATION

Being L1 will not be sole criteria for eligibility of award of contract. The feasibility of the price determination method adopted by the bidder will be examined by the committee.

The qualification and disqualification of financial bid evaluation will be decided by the committee based on the feasibility of the price. And the decision of the committee will be final and binding to all bidders.

17. Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount/ quantity not shown in figures and words will be liable for rejection.

18. The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.

19. Tenders(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. BOQ not received in the prescribed format shall be liable for rejection.

20. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, except GST.

21. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.

22. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.

23. The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost& other charges to be incurred in proper execution of work within specified time.

24. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.

25. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.

- 26.** Authority of NIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties (bidder).
- 27.** Tender documents are not transferable.
- 28.** Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
- 29.** It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the NIT website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer NIT. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.
- 30. For any clarification:** Please contact:
- 1. Prof. Md. Equeenuddin (ER),PIC(Common Class Rooms)**
NIT Rourkela; Ph.: 0661-246-2939;
Email: equeen@nitrkl.ac.in

or

 - 2. Deputy Registrar(P&W)**
NITR; Ph: 0661-246-2051/2082;
Email: purchase@nitrkl.ac.in / sonwanis@nitrkl.ac.in
- 31.** The EMD submitted by the successful bidder shall be converted in to security deposit and the same will be released after expiry of one month of completion of the contract subject to adjustment /deductions of NITR dues if any, provided the amount is sufficient to cover the Security Deposit.
- 32.** Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.

Date:

Signature of Tenderer

Place:

Ref No: _____ (Letter head of tenderer)

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

To

The Registrar

National Institute of Technology

Rourkela – 769008

Ref: Invitation for Tender No. _____ dated _____

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 90 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the tenderer is mentioned & attached separately as at Annexure-4A
8. We understand that NIT Rourkela may divide the work amongst the successful bidders who match with the L-1 price.

Yours sincerely

Authorized signatory of the Tenderer

(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and Designation

(ON LETTERHEAD OF THE FIRM)**TENDER FOR HOUSEKEEPING AND SANITATION CONTRACT AT NIT-
ROURKELA****Detailed Particulars of the Tenderer**

Sl.No	Particulars	
1.	Name of Agency/ Firm/Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/Residence Ph.no	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Name(s) of Propreitor / Partner / Director	
10.	PAN No.	
11.	E.P.F. Registration No.	
12.	GST Registration No.	
13.	Labor License No.	
14.	Volume of business in the FY	2015-2016
		2016-2017
		2017-2018
15.	Past experience in similar business (enclose relevant documents/order copies of other organizations)	
16.	Income Tax clearance certificate	
17.	Materials, machinery and methods proposed for executing the work	

Signature of Tenderer

FORM FOR FINANCIAL CAPACITY

DESCRIPTION

Description	Financial Years		
	2015-16	2016-17	2017-18
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Signature of Tenderer

**NATIONAL INSTITUTE OF TECHNOLOGY
RORUKELA
TENDER FOR CLASSROOM SERVICES AND MAINTENANCE (Lecture
Annexure) AT NIT-ROURKELA**

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

Validate Print  Help  

Tender Inviting Authority: REGISTRAR NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA - 769008

Name of Work: TENDER FOR CLASSROOM SERVICES AND MAINTENANCE CONTRACT FOR LA1 & LA2 AT NIT ROURKELA (should only be uploaded in the price-bid cover. Not to enclosed with the Techno-commercial bid)

Tender Notice No: NITR/PW/2019/136 dated 26/07/2019

Name of the
Bidder/ Bidding
Firm / Company :

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Particulars	BASIC RATE In rupees without GST but inclusive of all other taxes and charges per month in Rs. P	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6
1	Monthly charges against providing classroom maintenance and services for LA1 & LA2 (Including all other charges)		0.00	0.00	INR Zero Only

GENERAL CONDITIONS OF CONTRACT**A. DEFINITIONS**

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

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

B. RESPONSIBILITIES OF NIT OFFICIALS

20. The duty of NIT's representative is to watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except as expressly provided hereunder or elsewhere under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

C. ASSIGNMENT AND SUB-CONTRACTING

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

D. CONTRACT DOCUMENTS

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

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

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

- b) Bankruptcy and breach:** A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Rourkela or it is found that the contractor
- I. has abandoned the contract or
 - II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or ,
 - III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
 - IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or,
 - V. Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then NIT may after giving 7 days notice in writing to Contractor, enter upon the site and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on NIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However on happening of any eventualities as per above sub clause (I) to (V) the NIT shall be at discretion to terminate the contract by giving 7 days notice and the contract shall stand/ terminated w.e.f the 8th day from the date of issue of notice .In any of the eventualities mentioned above in a) to e), NIT shall have the right to take possession of the plants and machineries of the contractor and realize the dues by sale of the said plants and machineries, equipments.

- c) Illegal gratification , breach of contract:** The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of Annexure-8) , if any bribe gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- d) Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)
- e) Final Certificate:** The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.
- f) Notice:**
- i. **Service of notice on contractor:** Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand or its Registered office or at the Contractor's site office.

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

g) Safety:

- i. The contractor will be responsible to ensure safety of the people working under them.
 - ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
 - iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- h)** For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
- i) Policing of the work:** Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

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

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

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

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

l) Order on one or more than one parties may be place on the basis of L-1 quotation and, if required, negotiation will be held with L-1 tenderer only. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified. If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond will be decided by

NIT at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order/contract is not finalized from the present tender.

m) ARBITRATION:

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

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

In the event the party fails to intimate one of those persons within fifteen days from the date of intimation of the three names then Director, NIT will be at liberty to appoint any one out of the said three persons as the sole arbitrator.

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

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

Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Rourkela, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

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

n) AMENDMENT:

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

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

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

1. Provide the services as per instruction of PIC Common classroom.
2. Receiving and handing over the keys to security (Main building).
3. Opening and locking the class rooms before and after completion of lectures as per shift basic with proper care with respect to the status of classroom belongings.
4. Connect the Microphone to the audio device and loud speakers before the class starts. Knowledge of audio system and microphone.
5. Connect the Visual device before the class starts. Knowledge of power-point projectors and their connections.
6. Issuing and receiving back Microphone, Remotes, Pointer, Presenter, HDMI and VGA Connecters as well projectors (if applicable) from professors before and after lecture.
7. Connection of projectors to the video devices and helping the professors in video projections/presentation to the students.
8. Supervising the neat and cleanliness of class rooms, desk benches and black boards/with boards, lift, Notice Board & other part of inside of LA.
9. Inform to authority (PIC/HOD) to lunch compliant if necessary issue of electrical, water, civil etc.
10. Arrangements all necessary consumables i.e. chalk, duster, marker etc. for the professors and students.
11. Operating of Air Conditioner & Air Cooler at time of regular class and exams. Providing all technical supports to the faculties during the classes.
12. Able to fault finding of microphone, projector etc. at real time
13. Basic maintenances and technical support for Projectors and Microphone
14. Knowledge of operate to MCB, RCCB and Electrical control panel DB
15. Knowledge of type of class, courses, sub-codes, semesters and semesters exams happening in the LA premises.
16. Knowledge of Seat arrangement for instituted semesters exams and other exams and get ready as required.
17. The party/ firm should not be involved in any other work or service contract with in NIT Rourkela or anywhere.
18. Working time mostly from 7.30 AM to 7.30 PM (except any special cases like examination or others).
19. In case of emergency or extra classes, should be able to reach NITR within 30 minutes.

OTHER TERMS & CONDITIONS:

1. The contractor after award of contract shall mobilize its resources for execution of the work as per terms of contract.
2. The contractor shall discharge its responsibility strictly adhering to this scope and shall ensure cleanliness as per frequency indicated in the contract.

3. The contractor while discharging, its aforesaid of responsibility shall carry out the instructions of Officer In-charge/Engineer from time to time.
4. The NITR shall provide a office space in LA. The agency/firm/contractor shall ensure that all the required consumables including chalk, duster, microphone, projectors are kept at the appropriate place, specified for the purpose, as provided in LA.
5. The waste materials if any, collected during shall be disposed off at the designated place.
6. Utmost care is to be taken to avoid any damage to the fixtures and accessories installed in the premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the cost of agency/firm/contractor and the agency/firm/contractor shall be liable to compensate the loss, if any to the NITR, which shall be recovered from the bills accrued to the agency/firm/contractor.
7. The agency/firm/contractor shall obtain written permission in respects of all its staff and officials for entry and working inside the hall premises and shall maintain record in this regard. Unauthorized entry and deployment of persons without prior permissions of the PIC's office is prohibited.
8. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside the LA premises. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
9. Payment will be made/ released on monthly pro-rata basis extended to the agency/firm/contractor during the preceding month based on the certification and countersigned by the PIC (common classroom).
10. The assets and equipment provided by the Institute shall be property of the Institute and agency/firm/contractor shall be merely the custodians of such assets and equipment. On termination/ expiry of contract. Any such property shall be handed over to the Institute in proper working condition.

B. LIQUIDATED DAMAGES

The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for **liquidated damages @ Rs.100/- per day**, subject to **a maximum limit off 10% of the monthly bill**.

C. RISK AND COST

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

D. PAYMENT TERMS:

- i. Subject to any deduction that may have to be made in accordance with the terms and conditions of this contract, the Contractor shall be paid against t bill on monthly basis for the work done during the previous month.
- ii. For the purpose of such monthly payments ,invoices preferably in their printed forms along with the documentary proof for having deposited the Contractors' permanent employees and his laborers' contribution towards PF and pension with his jurisdictional RPF commissioner ,equipment to all his workers and also proof of payment of wages to his workmen in presence of the authorized representative of the employer shall be prepared and submitted by the contractor for the work done during the previous month within seven days from the expiry of the previous month.
- iii. Payments against on-account bills shall be released through a crossed account payee cheque within 30 days from the date submission of clear invoices and PF documents and any others document by the contractor. For this purpose the contractor should give the details of the name of the bank, branch and account no. before submission of the first R.A bills. Final bill will be paid within 60 days on completion of all formalities as per the Terms& Conditions of the Contract.
- iv. Payment shall be regulated as per terms of contract.
- v. The contractor shall observe necessary formalities for engagement of trucks if required, measurement of truck body, loading pattern, issue and admission of challan if required in terms of contract.
- vi. Deduction of applicable taxes will be made including TDS & certificate will be issued by finance & accounts department for such deductions.

E. Work to the satisfaction of NIT: The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract. Only lady staff should be deployed in those building where only women are allowed to execute job. In all other places the contractor is free to deploy his manpower male or female as the case may be.

F. Security Deposit: The amount of EMD will be converted as security deposit. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

G. INDEMNITY- The contractor shall indemnify NITR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the contractors.

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