



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

**BID DOCUMENTS**

Notice Inviting Tender for  
**“FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE &  
PC HELPDESK SUPPORT”**  
at NIT Rourkela, Odisha - 769008

**Tender Reference No.: NITR/PW/CIC/2026/375**

**Date: 22/04/2026**

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## 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 **FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE & PC HELPDESK SUPPORT” at NIT Rourkela, Odisha – 769008** 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	<b>FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE &amp; PC HELPDESK SUPPORT at NIT Rourkela, Odisha – 769008</b>
2.	Date of publication of tender	<b>As per CPP Portal</b>
3.	Bid Documents download start date	<b>As per CPP Portal</b>
4.	Bid Documents download end date	<b>As per CPP Portal</b>
5.	Last date of submission of tender	<b>As per CPP Portal</b>
6.	Technical Bid Opening Date	<b>As per CPP Portal</b>
7.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
8.	Tender Fee	A non-refundable fee of <b>INR 2,500/- (Rupees Two Thousand only)</b> to be deposited through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. <b>Refer to Clause 1 of Section III (ITB) for detailed instructions.</b>
9.	Earnest Money Deposit / Bid Security	A refundable fee of <b>INR 4,20,000/- (Rupees Four Lakh Twenty Thousand only)</b> to be deposited through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable format. <b>Refer to Clause 1 of Section III (ITB) for detailed instructions.</b>
10.	Contract Period	<b>For THREE years</b>
11.	Bid Validity	<b>120 days</b> from the date of opening of technical bids.
12.	Address for Communication	<b>Prof. Manmath Narayan Sahoo</b> <b>Head, Computer and Informatics Centre</b> NIT Rourkela, Odisha - 769008 Tel: 0661-2462671 Email: <a href="mailto:hod-cic@nitrkl.ac.in">hod-cic@nitrkl.ac.in</a>

**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.**
  - I. The bidder must be established in India at least since last Fifteen (15) years. Relevant documents must be submitted
  - II. To provide quick and efficient technical support as and when required, the bidder must have its head office or branch office in Odisha/Kolkata/Bihar/Jharkhand. GST Certificate showing the office establishment must be submitted as the supporting document.
  - III. Bidders should have a multi-location presence in India. GST Certificate showing the office establishment must be submitted as the supporting document
2. **Tender Fee and Earnest Money Deposit (EMD) / Bid Security: Bid offer should accompany with Tender Fee (non-refundable) of Rs. 1,500/- (Rupees One Thousand Five Hundred only) and an Earnest Money Deposit (EMD) of Rs. 4,20,000/- (Rupees Four Lakhs Twenty Thousand only) through 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. 2, Section III (ITB) for details regarding EMD exemption.**
3. **Financial Capacity:**
  - I. Bidder must be a profit-making entity for the last 3 financial years & the bidders should have the minimum average annual turnover of **Rupees Ten (10) Crores (excluding taxes) during three successive financial years ending on 31.03.2025 (2022-2023, 2023-2024 and 2024-2025).** Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period must be uploaded with the bid, failing which the same shall be treated as void.
  - II. The firm must be willing and/or capable to invest on minimum three month's expenses before being reimbursed the claim. An undertaking in support of this must be submitted.
4. **Turnover from FMS Services:** Annual Turnover of the bidder generated from FMS services to any IT Infrastructure / Data Centre must be minimum Rs. 5 Crores (**excluding taxes**), in each of the FYs 2022-23, 2023-24, 2024-25. Relevant work orders and certificates from the Chartered Accountant / Cost Accountant indicating the relevant turnover details for the mentioned period must be uploaded with the bid. Supporting documents must be segregated FY wise. FY-wise turnover break-up must be available in the CA certificate.
5. **Certification of the bidder:** The bidder must have the valid **ISO 9001, ISO 20000-1 and ISO 27001** certification. Copies of the certificates must be submitted.
6. **Experience and Past Performance:**
  - I. The experience of providing Facility Management Services (FMS)/ Operation & Maintenance Services to any IT Infrastructure / Data Centre of Government / PSU /CFTIs such as IITs, NITs, etc shall **ONLY** be considered as valid experience, for evaluation of the bid. **\*All the work orders must be inclusive of service towards PC Helpdesk Support. The work orders without PC Helpdesk Support service shall not be considered.**
  - II. The bidder must have a minimum 5 years of experience during TEN successive financial years ending on 31.03.2025, as per the scope in 6(I). Relevant work order(s) must be submitted.

- III. The bidder must have completed at least **one work order\*** of minimum value Rs.100 Lakh (**excluding taxes**) in any of the 3 financial years (**2022-2023, 2023-2024 and 2024-2025**).
- Or**
- two work orders\*** each of minimum value Rs.75 Lakh (**excluding taxes**) in any of the 3 financial years (**2022-2023, 2023-2024 and 2024-2025**).
- Or**
- three work orders\*** each of minimum value Rs.50 Lakh (**excluding taxes**) in any of the last 3 financial years (**2022-2023, 2023-2024 and 2024-2025**).

**Note:**

1. Only the actual value towards FMS service shall be considered for bid qualification. Assumed or projected values for such services shall not be considered.
  2. Each work order must have been executed for a minimum of 12 months period.
- IV. The bidder must have executed at least one work order, as per the scope in 6(I), during each of the FYs 2022-23, 2023-24, 2024-25. Each work order\* should have been executed for at least 12 months.

**7. Technical Support and Resources:**

- I. The bidder must have on its payroll at least 200 qualified professionals in systems integration and support management. The PF documents for three (03) consecutive months of the current financial year (2025-26) need to be submitted to substantiate the claim/fact.
8. Completion certificate for each completed contract / work order must be submitted in support of the mentioned work details. Providing only contract / work order without the satisfactory completion certificate / report shall not be considered for bid evaluation. NIT Rourkela may ask for input from issuing organization during technical evaluation. For ongoing contracts, a copy of work order and continuity certificate must be provided, failing which the same shall be treated as invalid. A list regarding the same must be enclosed along with Contact Person & Phone, email IDs and duration of contract.
  9. The bidders should have valid registration certificate of **Income Tax, GST, EPFO, ESIC** and other relevant license for the tendered work / services. All documents must be valid as on date of bid submission. All these certificates must be submitted along with the bid.
  10. 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.
  11. 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.
  12. **In addition to all the above eligibility criteria mentioned above, the bidder must fill and sign all the Annexures from I to VI. Bidders who fail to submit the signed annexures 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 parameters 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 shall be rejected.*
- (d) Each bidder including subsidiary company shall submit only one bid. In case a bidder submits more than one bid, all such bids shall be rejected.*

## SECTION – II: DETAILS SCOPE OF WORK

### SCOPE OF WORK

NIT-Rourkela has a large campus-wide IT infrastructure, designed to meet the computing and communication needs of the Institute. The campus-wide desktop locations consists of more than 5000+ desktop PCs. All buildings and blocks such as Academic buildings, Class rooms, Laboratories, Offices, Library, Halls & Auditoriums, Hostels, Sports complexes, Guest Houses, Board Rooms and Senate hall, Auditoriums and Dispensary are provided with both high-end PCs with required Operating Systems along with various Application software with Wired (40G/10G/1G fiber optic backbone and UTP/Copper cable) and Wi-Fi network connectivity. The Institute conducts various online administrative meetings, campus recruitment tests through video conferencing besides conducting regular course curriculum in various laboratories located across the Institute. A list of type of desktops and software installed across the campus is furnished in Annexure – I A.

During past years, user density of the Institute has increased considerably. In near future, software support will be extended to various new laboratories and office setup, etc. The successful bidder has to provide Facility Management Service for PC Helpdesk Support with 24x7 user support to ensure efficient and uninterrupted availability of the hardware / software resources.

#### **I. Helpdesk Administration:**

- Installation, configuration, troubleshooting and maintenance of the software resources mentioned in Annexure-1A.
- Desktop / Laptop debugging for software problems and driver database update for various peripheral devices
- Maintaining software vault with latest versions of licensed software and free trial versions.
- Biometric devices client/server maintenance.
- Uploading of software in license server
- Antivirus server/client management
- Microsoft licensed products management
- Google Workspace for Education products management
- Support for conduct of all online recruitment exam in CIC Laboratories
- Video Conferencing management for online meetings in online/hybrid mode.
- CIC Laboratories management.
- Managing and assigning work to helpdesk team members
- Helpdesk Staff Roster Management
- Handling of Departmental Computer Software complaints.
- Minor Computer Hardware issue handling
- Supporting Server and Network administration teams for resolving related issues
- Software maintenance for other departmental laboratories, as and when needed
- Call Reporting for Software related complaints of NIT faculty, staffs and students
- Maintain records of Software license start date and end date up to date for smooth renewal and upgradation

#### **II. Helpdesk Maintenance:**

- Monitor Operating System maintenance and upgradation across Academic Departments, Classrooms, labs, Administrative blocks, Offices and Centres, Dispensary, Guest House and Hostels and provide support (8:00 AM to 8:00 PM) to the users (staff, faculty and student) for software related issues such as no display, login/authentication problems, slow internet access, etc. Escalate unresolved or complex issues to Software Administrators.
- Perform routine inspection and maintenance of Desktops, Operating System and other Application software, inspection of power supply, LAN cables, Keyboard and Mouse connectivity
- Preventive maintenance work such as verifying proper power supply and power backups (UPS, Stabilizers).

- Assist in installation and configuration of operating systems, application software under Helpdesk Admin guidance.
- Maintain inventory of desktops and application software license utilization,
- Label and document the desktops.
- Support Biometric systems.
- Monitor device indicators (LEDs, alarms, console messages) and report irregularities to Helpdesk Administrators.
- Monitor ISP links and inform Network Admins regarding any outage or link failure.
- Maintain a daily logbook/ call record of incidents, complaints, and actions taken.
- Identify and report any suspected security issues such as rouge devices, unauthorized access and unauthorized device connections in the laboratories
- Work closely with helpdesk administrators during expansions, upgrades, or fault isolation.
- Liaise with vendors or service providers for equipment replacement or warranty claims (under helpdesk administrators' supervision).
- Follow electrical and equipment safety procedures while handling desktops.
- Stay familiar with basic troubleshooting tools and keep updated with new devices, operating system upgradation and Standard operating procedure (SOP) changes in the institution.

## **2.2 Special Conditions of the Contract:**

1. The bidder should spend at least 80% of the bill amount in the form of salary paid to the Resident Engineers posted at NIT Rourkela. The bidder should produce Bank Statements and Salary Slips to NIT Rourkela as proof in this regard. In case of default or specific complaint received from any Resident Engineer engaged under this contract, NIT Rourkela shall have the authority to get the payment disbursed through its designated officer at your cost. If it is found that the total salary disbursed to the employees (Resident Engineers) posted at NIT Rourkela by the bidder is less than 80% of the order value, the differential amount shall be recovered from monthly bill of the bidder and contract shall be terminated with immediate effect without any compensation.
2. The bidder must provide EPF and ESIC or Insurance facility (as per the rules of Govt. of India) to the Resident Engineers engaged under this contract. The bidder should produce proper documents (payment challans, ECR statements, etc.) to NIT Rourkela in this regard whenever it is asked for. If any irregularity found or specific complaint received from any of the Resident Engineers engaged under this contract in this regard, the amount shall be recovered from monthly bill of the bidder and contract shall be terminated with immediate effect without any compensation.
3. The bidder must arrange training to the deputed engineers at their own cost for upgradation of technical knowledge whenever required so that they can be capable to handle the challenge due to new desktop and software setup at the CIC laboratories of NIT Rourkela.
4. Machineries & equipment may be provided by the Institute as per availability to be used regularly and proper record regarding usage to be kept. Deliberate misuse/ mishandling shall be the sole responsibility of the agency/ firm/ contractor.
5. The job is to be executed as per the Instruction of the faculty/officer in charge designated by the Institute.
6. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials deputed by the agency/firm/contractor, and they shall have to always behave soberly while functioning inside the institute. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
7. Payment will be made/released on monthly pro-rata basis of the services extended by the agency/firm/contractor during the preceding month based on the certification by HOD, Computer and Informatics Centre.

8. 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.
9. Deficiency in Service: If any deficiency in the contract is observed, the inspecting personnel may assess the value of the deficiency and recommend appropriate financial adjustment in the monthly bill.
10. **Accommodation:** Suitable accommodation will be provided on campus to the resident Engineer's to maintain and attend desktop operating system and Application software related complaints, Online Board / Senate meeting, campus recruitment drives 24X7, beyond regular official timing and during Institute holidays if required. The number of resident Engineers required to stay on-campus will be at the discretion of HoD, Computer and Informatics Centre.

11. **Recommended Personnel Requirement for PC Helpdesk Support Services:**

To provide the services as outlined in the Scope of Work, the bidder should depute qualified and experienced personnel at the institute. The recommended personnel requirement for sustaining these activities is at least Three (3) Software Maintenance Engineers, and at least Nine (9) Helpdesk Support Technicians.

**A. Software Maintenance Engineer (Three persons):**

**i. Educational Qualification:**

- BE /B. Tech in CSE, IT, EE, ECE/EIE, EEE OR MCA with minimum 10 years of experience.

**ii. Experience:**

- Must have experience of managing large laboratory infrastructure (preferably in academic institutions like IIT, NIT, and CFTIs, etc.) consisting high-end desktops, Video Conferencing System, Biometric Attendance System etc.
- Must have in-depth knowledge of system software such as Windows and Linux operating systems etc.
- Must have sound knowledge of Video Conferencing tools, devices and related apps such as Microsoft Team, WebX, Google meet, Zoom, etc.
- Should have ability to take responsibilities and ensure 24x7 availability of the desktop / software services.
- Should have good management quality to lead the team and coordinate with other service providers to manage software related issues, License and Warranty renewal, etc.
- Must have sound communication skills to interact with faculty and students and other stake holders

**B. Helpdesk Support Technicians (Nine Persons):**

**i. Educational Qualification:**

- Diploma in CSE/EE/EEE/EC/ETC/AE&I) with five years of experience OR ITI OR BSc in relevant fields with minimum seven years of experience in software maintenance.

**ii. Experience:**

- Must have experience of configuration, installation, troubleshooting and maintenance of system and application software.
- Must have sound knowledge Windows and Linux operating systems.
- Must have knowledge of using various tools to monitor and check the status of the desktop peripheral equipment and resolve issues at various departments, offices, and laboratories effectively.
- Must have knowledge of Video Conferencing System, Biometric Attendance System, etc.
- Must have knowledge of UTP and OFC cabling, installation of patch panels and I/O ports, etc.

*Note: NIT Rourkela will check and verify the documents and certificates related to qualification, certification and work experience of the Resident Engineers deployed by the bidder. Any deviation may lead to cancellation of the work order or the bidder may be blacklisted.*

## SECTION – III: INSTRUCTIONS TO BIDDERS

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

- (i) Tender Fee (non-refundable) of **Rs. 2,500/- (Rupees Two Thousand Five Hundred only)** and EMD / Bid Security (refundable) of **Rs. 4,20,000/- (Rupees Four Lakh Twenty Thousand)** 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

#### (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. The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by NIT Rourkela. Evaluation of bids shall be based on the eligibility criteria / conditions. The decision of the committee will be final and binding on all bidders and cannot be questioned at any stage of evaluation.
- b) A substantively responsive bid is complete and conforms to the tender document’s essential terms, conditions and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation.
- c) The Institute also 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, may 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 in the CPP portal.
- b) **L1 Calculation: Bidders must submit quotations in the format as outlined in BoQ. The lowest bid (L1) shall be determined on overall quoted price.**
- c) 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.
- d) 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.
- e) 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.
- f) Price Negotiation: NIT Rourkela reserves its right to negotiate with the lowest acceptable bidder (L1), who is techno-commercially suitable for delivery of services.
- g) 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) of Rs. 4,80,000/- (Rupees Four Lakhs Eighty thousand only), within 15 days after issuance of Award of Contract. 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) Canvassing in any form is strictly prohibited and the bid submitted by the bidder who resorts to canvassing shall be liable for rejection.
- (iii) 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.
- (iv) 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.

- (v) Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.
- (vi) For any clarification, please contact:

**Prof. Manmath Narayan Sahoo (Head, Computer & Informatics Centre)**  
**Ph: 0661-2462671; Email: [hod-cic@nitrkl.ac.in](mailto:hod-cic@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 / Service** 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 parties to which the other party shall address all communications and notice 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 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 awarded for a period of three-years from the date issuance of the work order / service order. 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) Payment shall be made through the Electronic Clearance System (ECS) on a monthly basis 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 month. 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 monthly bill 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 monthly 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) Acquaintance (Wage) Register duly signed by the individual contract Labour
  - c) Attendance Register
  - 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
  - f) EPF (Employees' Provident Fund) Payment Confirmation Receipt along with ECR
  - 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

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		
<b>Financial Details of Bidder</b>			
Bidder's Average Annual Turnover should be <b>Rs. 10 Crore for the last three financial years</b> (FY 2022-23, 2023-24, 2024-2025). The turnover should be applicable to bidder and not for its group companies / subsidiary companies / parent company.	<b>Particulars</b>	<b>Turnover (in INR)</b>	<b>Page Number(s)</b>
	<b>FY 2022-23</b>		
	<b>FY 2023-24</b>		
	<b>FY 2024-25</b>		
	<b>Average</b>		

<b>DETAILS OF EXPERIENCE AND PAST PERFORMANCE</b> (Refer clause no. 4, 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)			
<b>ANNEXURE (Should be filled and signed by the bidder)</b>			<b>Page No.</b>
Annexure – I: Technical Bid Submission Format			
Annexure – IA: Details of Computer Network Equipment			
Annexure – II: Tender Acceptance Letter			
Annexure – III: Declaration Non-Blacklisting, Non-Pending Criminal Cases And Non-Penalization			
Annexure – IV: Performance Report Cum Work Completion Certificate			
Annexure – V: Bid Security Declaration (For EMD exempted bidder)			
Annexure – VI: Bank Mandate Form			
Annexure – VII: Integrity Pact Declaration			
Annexure – VIII: Integrity Pact			

**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 – IA: Details of Computer Network equipment installed in NIT Rourkela.

1. List of PCs and other hardware:

Sl. No.	PC	Operating system	Quantity
1	Intel i5, i7	Windows 10/11/Ubuntu	5,500
2	40 KVA UPS	Emerson Hi Pulse	4
3	MICROSOFT GO 2 Device	O365	380

2. List of Software:

Sl. No.	Software & latest versions
1	Abaqus
2	ADAMS 3013
3	ADOBE Acrobat
4	ANSYS
5	ASPEN ONE
6	AUTOCAD
7	EQUALIS
8	GRAMMARLY EDITOR
9	IBM SPSS Statistics 24
10	LABVIEW
11	MATLAB
12	MS-Office 16
13	Office 365
14	OriginLab
15	Putty
16	Qualnet (New Version)
17	ANSYS
18	Radius
19	Rocscience University Software Suite 2016
20	SolidWorks
21	SYSTAT 13
22	Visual Studio
23	Windows
24	Ubuntu
25	Microsoft TEAM online education platform
26	Google Workspace for Education

3. Location wise installation details of Biometric Attendance Systems:

Sl. No.	Location	Quantity
1	Main Building	2
2	LA-1	1
3	Biotechnology & Medical Building	1
4	Electrical Sc. Building	1
5	Mechanical Sc. Building	1
6	Computer Sc. Building	1
7	Data Centre	1
8	Institute Main Gate	2
9	Jagda Gate	2

4. Video Conferencing System:

Sl. No.	Location	Quantity
1	Board Room	1
2	Senate Hall	1
3	P K Parija Auditorium	1
4	BBA	1

**Note:** The list of hardware / software mentioned in Annexure - IA is not an exhaustive list. It is mentioned to highlight only the nature and volume of work, so that the bidder can depute right personnel at the Institute.

**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.: Notice Inviting Tender for FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE & PC HELPDESK SUPPORT 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)*

Ref.: Notice Inviting Tender for FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE & PC HELPDESK SUPPORT at NIT Rourkela.

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: Notice Inviting Tender for FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE & PC HELPDESK SUPPORT 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.

**ANNEXURE – VII: INTEGRITY PACT DECLARATION**  
*(On the Letterhead of the Firm)*

To

**The Registrar**

National Institute of Technology Rourkela  
Rourkela – 769008  
Odisha

Ref.: Notice Inviting Tender for FACILITY MANAGEMENT SERVICE FOR SOFTWARE MAINTENANCE & PC HELPDESK SUPPORT at NIT Rourkela.

Dear Sir,

I/We acknowledge that the National Institute of Technology Rourkela is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the bid documents.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that **I/We will sign the enclosed integrity Agreement, which is an integral part of bid documents, failing which I/We will stand disqualified from the tendering/bidding process.** I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by the National Institute of Technology Rourkela. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement while submitting the tender/bid, the National Institute of Technology Rourkela shall have the unqualified, absolute, and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Thank you.

Yours faithfully,

**Authorized Signatory**  
(Signature with Seal)

**Name:**

**Designation:**

**Date:**

## ANNEXURE – VIII: INTEGRITY PACT

### INTEGRITY PACT

Between

**National Institute of Technology Rourkela (in short NITR)** hereinafter referred to as **“The Principal,”** and \_\_\_\_\_ hereinafter referred to as **“The Bidder / Contractor.”**

#### **Preamble**

The Principal intends to award contract/s for \_\_\_\_\_, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

#### **Section 1 – Commitments of the Principal:**

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
  - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

#### **Section 2 – Commitments of the Bidder(s)/ Contractor(s):**

- 1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.
  - a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
  - b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
  - c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS/ PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or

pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

- d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the “Guidelines on Indian Agents of Foreign Firm / Agency,” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Firm / Agency” is placed on Annex hereto.
  - e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from the tender process and exclusion from future contracts;**

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

### **Section 4 – Compensation for Damages:**

- 1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 – Previous transgression:**

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:**

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

- a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.
- b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or

violate its provisions.

### **Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s):**

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

### **Section 8 – Independent External Monitor:**

- 1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant BNS/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

### **Section 9 – Pact Duration:**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

**Section 10 – Other provisions:**

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

\_\_\_\_\_

(For & On behalf of the NIT Rourkela)

\_\_\_\_\_

(For and on behalf of Firm / Agency) (Office Seal)

(Office Seal)

Place ----- Date -----

Witness 1: \_\_\_\_\_

Witness 1: \_\_\_\_\_

(Name & Address)

(Name & Address)