

**NATIONAL LAW UNIVERSITY ODISHA, CUTTACK**  
**NOTICE INVITING TENDER**

Name of Work	<b>Tender for REPAIR OF OVER HEAD TANKS at NLUO, Cuttack</b>
Tender No.	<b>NLUO/Civil/TENDER/12/2026 Dt.09.05.2026</b>
Contract/Completion Period	30 (thirty) days
Paper Cost	<b>Rs. 2,000/-</b> (Rupees TWO THOUSAND only)
Earnest Money Deposit (EMD)	<b>Rs. 15,500/-</b> (Rupees FIFTEEN THOUSAND FIVE HUNDRED only)
Pre-bid meeting	<b>15.05.2026 at 1100 Hours at meeting Hall Ground Floor of Administrative Building.</b>
Tender documents will be Issued From	<a href="https://nluo.ac.in/tenders/">https://nluo.ac.in/tenders/</a>
Last Date, Time & Place of Submission	<b>By 25.05.2026 at 1100 Hours through online.</b>
Date, Time for opening of Bid	<b>On 25.05.2026 at 1200 Hours.</b>

1. The time of submission of Tender is **25.05.2026 at 1100 Hours**. The indenting Bidder must read the Terms & conditions of NLUO, Cuttack carefully. He/They should only submit his/her/their bid if he/she/they consider himself/herself/themselves eligible and he/she/they is/are in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document. In case the date of Pre-bid/ opening of Technical Bid/ opening of Financial Bid will be holiday/declared as holiday, then the date for Pre-bid/ opening of Technical Bid/ opening of Financial Bid is/are to be treated as next working day and time and venue will remain unchanged.
3. The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://nluo.ac.in/tenders/>.

Sd/-  
**Registrar**  
**NLUO, Cuttack**

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## **GENERAL CONDITIONS OF CONTRACT**

The Registrar, NLUO, Cuttack invites Item Rate Tender from experienced bidders Registered as Contractor(s) in various classes with the Dept. of CPWD or any other Govt. and other eligible firms having successfully completed works of similar nature as per eligibility conditions in Two (02) Bid system (Technical & Financial respectively) for the following works :-

### **“Tender for REPAIR OF OVER HEAD TANKS at NLUO, Cuttack”**

1. The quantum of work to be executed is estimated to cost of approximately **Rs.7,69,781/- (Rupees seven lakh sixty nine thousand seven hundred eighty one only)** including GST. The estimate, however, is given merely as a rough guide, which may go up or may be below the estimate.
2. Intending Bidders are eligible to submit their bid provided they have definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works. The similar work means General Civil Engineering Works (repair & maintenance work of building) executed under any Central Govt./State Govt./Centre PSU/State PSU and Autonomous Body.
3. Intending eligible bidders must enclose prequalification documents i.e. self-attested true copies of original documents along with stamp.

The Bidders shall have to submit Paper cost & EMD through separate Demand Drafts along with stamped & signed copy of all the Eligibility Documents. List of Eligibility Documents to be submitted along with bid :-

- a. Declaration to be given by Bidder duly filled in
- b. Appendix B duly filled in along with enclosures
- c. Appendix C duly filled in along with enclosures
- d. Bidders undertaking against Item Rate Bid for work
- e. Bid forwarding letter, stamped and signed.
- f. Certificate of Registration for GST and PAN.
- g. Copy of valid Enlistment Order of the Contractor (Civil) in appropriate class having validity at least till the date of bid submission.
- h. Copy of experience certificate for-Three (03) similar works, each of value not less than 40% of estimated cost put to tender or Two (02) similar works each of value not less than 60% of estimated cost put to tender or one (01) similar work of value not less than 80% of estimated cost put to tender in *last 05 (Five) Years* ending 31<sup>st</sup> Mar 2026. The experience of similar work should be from Central Govt./State Govt./Centre PSU/State PSU and Autonomous Body. The experience of similar work should be from Central Govt./State Govt./Centre PSU/State PSU and Autonomous Body.

along- with paper cost & EMD from any scheduled Bank in favour of REGISTRAR, NLUO payable at Cuttack in a sealed ENVELOPE and must be super-scribed with Name of the Work: and to be addressed to “The Registrar, National Law University Odisha, Kathajodi Campus, SEC - 13, CDA, Cuttack – 753015”.

The Sealed envelope should be dropped in the drop box kept at Reception area of Administrative Block or can be sent through Speed /Registered Post only on or before scheduled date & time. The quotation received beyond scheduled date & time because of any reason will not be acceptable at any circumstances. NLUO will not be responsible for any delay. Correction/overwriting must be avoided.

In the absence of Pre-Qualification documents duly stamped & signed by the bidder /paper cost/EMD/copy of Detailed Tender Call Notice duly stamped & signed by the bidder in each & every page/contact no. & address of bidder on the envelope/incomplete price bid will be rejected.

4. Earnest Money Deposit. The bidder shall be required to submit the Earnest Money Deposit (EMD) & Paper cost online through portal only. The EMD of the all Bidders shall be returned through portal after finalization of bid. The successful bidder will have to submit Bank Guarantee/ Security Deposit as mentioned in the NIT before obtaining the LOI or work order. Bid(s) received without EMD will be rejected.
5. Performance Guarantee. *The successful bidder will be required to furnish a Performance Guarantee of 05% (Five Percent) of Contract Value* after receiving notification of award in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "REGISTRAR, NATIONAL LAW UNIVERSITY ODISHA, Cuttack" which shall be kept valid for a period of 90 days beyond completion of all the contractual obligations. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contractor for

unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations (including Defect Liability Period/ Warranty/Guarantee period of 06 months) under the contract. In case the contractor fails to deposit the said performance guarantee within the period including the extended period if any, the Earnest Money deposited by the Contractor shall be forfeited automatically without any notice to the contractor.

6. The site for the work is available.

7. Agreements shall be drawn with the successful bidders for item/items on prescribed format. Bidders shall quote their rates as per various terms and conditions of the said form which will form part of the agreement.

8. Conditional Bids shall not be considered and will be out-rightly rejected at the very first instance.

9. The time allowed for carrying out the work will be 30(thirty) days from the Date of Start (which shall be reckoned from 05<sup>th</sup> day of issue of letter of acceptance/ work order or from the First Date of Handing Over of the Site , whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

10. Quantity mentioned in the Bill of Quantity may be increased or decreased as per the actual requirement.

11. Permissible Deviation in Bid Cost-Bidders are required to quote their prices within a permissible deviation range of  $\pm 25\%$  of the estimated cost. Any bid exceeding this limit, either above or below, shall be subject to detailed justification by the bidder and may be liable to bring the cost within the deviation range if found unreasonable. The bidder must ensure that the quoted amount remains within the  $\pm 25\%$  range of the estimated cost. In case of deviation beyond this limit, the bidder shall provide adequate and acceptable justification, failing which the cost may be brought down within the deviation range.

12. The bid document consisting of plans, specifications, the schedule of quantities of the various type of items to be executed and the set of terms & conditions of the contract to be complied with and other necessary documents.

13. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether they inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at own cost, all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that they have read this notice and all other contract documents and have made them self aware of the scope and specifications of the work to be done and of conditions.

14. The Tender paper/documents can be seen/ downloaded from Official website of Govt. of Odisha for e-tendering purpose & submitted through Online. For any query, Asst. Engineer (Civil), NLUO, Cuttack Phone : 0671 – 2338015 extn- 5068 , E-mail: [s.panda@nluo.ac.in](mailto:s.panda@nluo.ac.in) may be contacted. However for any clarification, bidder will have to attend Pre-bid meeting in person. Query apart from PRE-BID meeting will not at all be entertained.

15. The Competent Authority does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.

16. Canvassing whether directly or indirectly, in connection to bidder(s) is strictly prohibited and the bids submitted by the contractor(s) who resort to canvassing will be liable to rejection.

17. The Competent Authority, The Vice Chancellor, NLUO, Cuttack reserves to himself/herself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.

18. The successful bidder have to produce Labour license from appropriate Authority against the work order issued, in case they don't have a valid license issued by respective District Labour Authority of Govt. of Odisha/ appropriate Authority as applicable.

19. The contractor shall not be permitted to bid for works in the NLUO, Cuttack responsible for award and execution of contracts, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in the NLUO, Cuttack. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of NLUO.

20. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior

permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the respective Government body as aforesaid before submission of the bid or engagement in the contractor's service.

21. The bid for the works shall remain open for acceptance for a period of 60(sixty) days from the date of opening of bids.

22. This Notice Inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of "The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and rate quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

23. (a) The Income Tax as applicable shall be deducted from the Bill unless exempted by the Income Tax Department.

(b) The quoted Rates shall be inclusive of taxes/royalty, transport and any other charges except GST. GST will be paid extra as applicable from time to time. Please note that the Responsibility of Payment of GST (CGST, SGST, IGST or UTGST) lies with the supplier of Goods/Services (Service Provider) only. Supplier of Goods/Service (Service Provider) providing Taxable Service shall submit an Invoice/Bill, as the case may be as per Rules/Regulations of GST. Further, Returns and details required to be filled under GST Laws & Rules should be timely filled by Supplier of Goods/Service (Service Provider) with requisite details.

(c) Labour CESS will be deducted from the Bill as applicable.

#### 24. Goods & Service Tax (GST).

(a) General remarks on Taxes & Duties. In view of GST Implementation from 01<sup>st</sup> Jul 2017, all Taxes and Duties including Excise Duty, GST/VAT, Service Tax, Entry Tax and other indirect Taxes and Duties have been submerged in GST. Accordingly, reference of Excise Duty, Service Tax, VAT, Entry or any other form of Indirect Tax except of GST mentioned in the Bidding Documents shall be ignored.

(b) Bidders are required to submit copies of the GST Registration Certificate while Submitting the Bids wherever GST (CGST & SGST/UGST or IGST) is applicable.

(c) The supplier/Contractor/Firm is advised to comply all the GST Norms as per Rules. Accordingly, Supplier/Contractor/Firm is to submit the Original Challan/Voucher justifying that it has been actually and genuinely paid to the Govt. at the time of submission of Bills to Finance Wing for release of Payments, in case of requirement.

25. The Agency shall be solely responsible for compliance to the provisions of various Labour and other laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at NLUO, Cuttack site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by AIIMS, Bhubaneswar for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications: -

(a) The Payment of Wages Act 1936.

(b) The Employees Provident Fund & MP Act, 1952.

(c) The Contract Labour (Regulation) Act, 1970.

(d) The Payment of Bonus Act, 1965.

(e) The Payment of Gratuity Act, 1972.

(f) The Employees State Insurance Act, 1948.

(g) The Employment of Children Act, 1938.

(h) The Motor Vehicle Act, 1988.

(i) Minimum Wages Act, 1948.

#### 26. **Termination of Contract.**

NLUO, Cuttack would have the right to terminate the contract, in case the work performance is not up to the standard, or in case there is any violation of NLUO, Cuttack rules & regulations, or if there is any lapse in compliance of any labour legislation, or if there is any incident of indiscipline on the part of the Tenderer or his staff and the agreement may be terminated. The decision of Vice Chancellor, NLUO, Cuttack in this regard would be final and binding on the Tenderer. In such an event, NLUO, Cuttack shall have the right to engage any other agency to carry out the task.

27. **Breach of Terms and Conditions.** Non compliance of any terms and conditions enumerated in the contract shall be treated as breach of contract. Or In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by NLUO, Cuttack in that event the security/performance deposit shall also stands forfeited.

28. **Arbitration.** The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Cuttack. The decision of the Arbitrator shall be final and binding on the both parties.

29. **Dispute Settlement.** It is mutually agreed that all differences and disputes arising out of or in connection with this agreement(s) shall be settled by mutual discussions and negotiations if such disputes and differences can not be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator appointed by the Vice Chancellor, NLUO, CUTTACK whose decision shall be final and binding on both the parties. The contract shall be governed by laws and procedures established by Govt. of India, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.

30. **Guide Lines issued by Hon'ble National Green Tribunal** in O.A. No. 21 of 2015 and O.A. No. 95 of 2014 in the matter of Vardhaman Kaushik Vs. Union of India & other and Sanjay Kulshreshtha Vs Union of India & ors: Air Pollution of Dust from Construction and Demolition activity reg. issued vide letter No. DPCC/EIA/Ref-001 to 172/ NGT-21/2015/225-408 dt. 17/04/2015 shall be complied by the Bidders.

31. **Force Majeure :** Notwithstanding the provisions of GCC clauses, the bidder shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure .

For purpose of this clause, " Force Majeure" means an event beyond the control of the bidder and not involving the supplier's fault or negligence and not foreseeable .Such events may include, but are not restricted to, acts of the bidder in its sovereign capacity, was or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the bidder shall promptly notify the owner in writing of such conditions and the cause thereof. Unless otherwise directed by the owner in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. The eligible bidders shall quote rates after considering all the major as well as minor components.The Lowest Bidder will be decided as per the quoted amount.

33. Payment:

- (a) 100% payment will be released after due verification of final bill by Engineer/Officer-in-Charge or his representative after completion of work.
- (b) There will be Running Account (RA) bill payments subject to maximum 04(four) nos. bills including the Final Bill.
- (c) GST and other Taxes as applicable shall be recovered/ paid from the contractor's bill as per Govt. Rules.
- (d) It will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payment could be made through RTGS/ Other mechanism.

Sd/-  
**Registrar**  
**NLUO, Cuttack**

## **ADDITIONAL CONDITIONS OF CONTRACT**

1. Specifications to be followed for execution of Work. CPWD Specification and direction of the Engineer-in-charge and relevant IS Codes.
2. Type of Work. Building Repair Works.
3. Competent Authority for deciding reduced rates. Vice Chancellor, NLUO, Cuttack.
4. For all items of Civil Works : CPWD specifications shall be followed. For the items which are not covered under CPWD specifications; the special conditions/B.I.S. Specifications shall apply. In this regard the decision of Engineer-in-charge shall be final.
5. Wherever any reference is made of any Indian Standard, it shall be taken as reference to the latest edition with all amendments /revision issued thereto up to the date of receipt of tenders.
6. Unless otherwise specified, the agreement rates for all items of work of the schedule of quantities are for all heights, depths, leads and lifts involved in the execution of work.
7. Other agencies working at site will also simultaneously execute the work entrusted to them and the contractor shall offer necessary co-operation wherever required to other agencies.
8. On account of security consideration, there could be some restrictions on the working hours, movement of vehicles for transportation of materials. The contractor shall be bound to follow all such restrictions and adjust the program for execution accordingly, for which nothing extra shall be paid.
9. The work shall be carried out in a manner complying in all respects with the requirements of relevant by the laws of the local bodies, Labor Laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
10. All melba/rubbish/silt/waste, garbage etc. generated due to any operation from buildings/houses/ hostels and other open spaces whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point. After the collection of full truck load of the said Melba (approx 4.5 cubic meters), the same shall be disposed off by the contractor to the authorized municipal dumping ground and nothing extra shall be paid on this account. In case of non-removal/disposal in the specified period, a Compensation of Rs. 1,000/- (Rupee ONE THOUSAND only) per day shall be recovered from the contractor.
11. No residential accommodation shall be provided to any of the staff engaged by the contractor. The contractor shall not be allowed to erect any temporary set up for staff in the campus.
12. No claims of the labors shall be entertained by the Department including that of providing employment, regularization of services etc.
13. The contractor will have to arrange the entire required material, manpower etc. at his own cost pertaining to his job and he will take all the settings back only after the expiry of the agreement for which nothing extra shall be paid.
14. All T&P, scaffoldings, ladders/Hydra etc, instruments/meters for maintenance, consumable and Contingent Articles required for execution of the work shall be arranged by the contractor.
15. Staff employed by the contractor should be well behaved, Polite & courteous. Any complaint against staff on behaviour should be taken very seriously and such staff should be removed by the contractor immediately from the site and replacement shall be provided immediately.
16. All dismantled material will be removed from site by contractor after verification / measurement of the same by EIC/ his representative.
17. The contractor shall make all safety arrangement required for the labour engaged by him at his own cost. All consequences due to negligence or due to lapse of security/safety or otherwise shall remain with the contractor. The University shall not be responsible for any mishap, injury, accident or death of the contractor's staff. No claim in this regard shall be entertained/accepted by the University. Also Contractor is responsible to the damage caused to any man/material other than his team during execution and NLUO will not be responsible for that.
18. Contractor shall be fully responsible for any damages caused to govt. property or allotter's property by his or his labour in carrying out the work and shall be rectified by the contractor at his own cost.
19. GST and other Taxes as applicable shall be recovered/ paid from the bidder's bill as per Govt. rules.
20. Chases, holes & drilling works etc. shall be done using power operated tools in the cost of Contract. No extra will be paid for the same.
21. For non-compliance or partial compliance of satisfactory execution of items, the Engineer-in-charge reserves his rights to levy compensation in accordance with the scale of non-conformity and the period for which this non-conformity continues. However, the total amount of this compensation for the whole contract shall not exceed 10% of the tendered value of this contract. This shall be without prejudice to other remedies available to Engineer-in-charge under this contract to take action against the contractor.

22. In the case of discrepancy between the schedule of quantities, the Specifications and/or the Drawings, the following order of preference shall be observed :-

- (a) Description of schedule of quantities.
- (b) Additional specifications and special conditions, if any.
- (c) CPWD specifications.
- (d) Architectural drawings.
- (e) Indian standards specifications/BIS. , sound engineering practice. Any reference made to any Indian standards specifications in these documents, shall imply to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt to Tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

23. All the melba or rubbish obtained from dismantling or otherwise during the execution of the work shall be brought down through the staircase and shall not be thrown to the ground directly from first floor or second floor etc. this shall be carried and stacked properly to the specified common disposal point on the same day and site shall be left clear as per the instructions of the Engineer-in-charge. A compensation of Rs. 1,000/- shall be recovered from the contractor for each complaint/default.

24. The contractor will not pitch up tents for labourers, materials and his stores etc.

25. No permanently /temporary huts/structures shall be constructed by the contractor at the site of work or at any land/premises. Such structures, if any, found at the site or at NLUO, Cuttack land shall be demolished and removed at the cost of the agency without any notice.

26. Any damage to the building structure, fittings or any other articles etc. done by the contractor or his Workman during the execution of the work shall be made good by the contractor at his own cost. The contractor shall clear the site properly after the completion of the work.

27. Whenever any item/work to be executed outside the scope of Schedule of Quantities, that will be treated as Extra Item and rate for the same will be calculated as , Market rates of material(including wastage if any) and labour, plus 10% for overheads and profits of contractor excluding Taxes. But, the agency will have to obtain the approval of such rate before execution of work and produce copy of GST invoice for ascertaining Market rate of material. However for any schedule item of OPWD/CPWD the reference rate may be considered subject to production of required document.

## **SPECIAL CONDITIONS OF CONTRACT**

1. Discrepancy between Specifications. In case of discrepancy in the specifications or any other matter, the matter shall be brought by the contractor to the notice of the Engineer-in-Charge for further decision.
2. Contractor to employ Qualified Supervisor. The contractor shall employ Skilled Engineer/Supervisor to supervise and execute the work.
3. Inconvenience to the Public. The Contractor shall not deposit or store any materials at any site without permission of the Engineer in charge. The materials will be stored at such places only with prior approval of the Engineer in charge as there is no obstruction in Traffic or other Agencies.
4. The provision against Accident & Safety Measures.
  - (a) The Contractor will take all necessary precautions against a Fire during the course of his work and will ensure the work against Fire at his own cost.
  - (b) He will also take all care against likely damage of Floor, Walls, Doors, Windows or any part of the Building. In case of any damage or loss, the contractor has to make good at his own cost.
5. Specifications. The work shall be carried out as per CPWD Specifications Volume I & II 2019 with up to date correction slips. The contractor should be well aware of these specifications before quoting the rates in Financial Bid for the subject tender. In the absence of specifications for any work or material, relevant Indian Standard (ISI) Specification shall be applicable.
6. Cleaning the Site. The site described and shown on the plans, shall be cleared off all the rubbish of all kinds etc. complete. After completion of the work and the site shall be handed over in neat and clean condition.
7. Secrecy. In a view to safeguard the Secrets & Confidential information relating to NLUO, Cuttack the bidder binds himself and his successors to maintain secrecy of contracts to bind to maintain secrecy of his Officials, Managers, Technical Senior Staff & all other staff directly or indirectly concerned in or who may have access to acquire information relation to the NLUO, Cuttack and the bidder shall maintain the secrecy in regard to any such information.
8. Security Rules. The Contractor shall follow at Site Security rules regarding removal of materials from site, issue of materials from site, issue of materials from stores, issue of Identity Card etc., as may be framed from time to time by the Engineer-in-charge. It is to note that the Security Section is empowered to carry out the checks.
9. Care in case of occupied buildings. Tenderer may also note that when the subject work is to be carried out in the premises of occupied residential and other buildings which are already under occupation, all care shall be taken to protect personal and/or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and/or shall be liable to pay the cost of such damages/losses. The work shall be carried in close co-ordination with occupants of these buildings without any hindrance and interruption.
10. Supply of Tools, Tackles & other materials. For full completion of the work, Contractor shall at his own expense arrange and furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc., that may be required to complete the work under contract.
11. Inspection of Work. Engineer-in-charge or any person appointed by him shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner and/or Engineer in charge and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.
12. Wastage. The contractor should note that wastage of any items shall not be paid extra. The items shall be paid based on the executed work at site. All coefficients shall be as per relevant IS code.
13. Contractor shall take all precautionary measures to avoid any damages to adjoining property. All necessary arrangement shall be made at his own cost.

14. The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas near buildings, roads, services and compound walls or any other area inside the campus.

15. Normally, Contractors shall not be allowed to work at night. Work at night shall, however, be allowed if the site condition/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations, the Contractor shall make available to the department in proper means of transport such as vehicle at his own cost.

16. The contractor shall be responsible for the procurement of all the materials required to complete the work.

17. The contractor shall be deemed to have examined the Contract documents, to have generally obtained his information in all matters whatsoever that might affect the carrying out the works at the quoted rates and to have satisfied himself to the sufficiency of the tender. Any error in description or quantity or any other aspect in quoted rates or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract as per drawing and specification at the scheduled rates. He is deemed as an experienced contractor to know the scope, nature and magnitude of works and the requirements of material and labour and the type of work involved, etc. and as to what all work he has to complete in accordance with contract document whatever be the defects, omissions or errors that may be found in the contract document. The contractor shall be deemed to have visited the site and its surroundings to have satisfied himself as to the nature of all existing structures, if any and also to the nature and means of transport and communication to have access to and regress from the site.

18. All materials issued in the works shall be subjected to inspection and tests if required by Engineer in charge. Samples required for approval and testing must be supplied with sufficient time allowed for testing and approval. Materials shall be tested on site if required by Engineer in Charge and they may be rejected if found not suitable or not in accordance with the specification or Test certificate or any approval given earlier. The contractor shall carry out necessary test as per the direction of Engineer in charge in approved NABL/ Govt. laboratories. The expenses towards all such tests are to be borne by the contractor at his own cost. Tests shall be conducted as per relevant Indian Standard Specifications.

19. All manufacturer's certificates of tests showing that the material have been tested in accordance with the requirement of the appropriate Indian standard, other relevant specification are to be supplied free of charge.

20. All Electrical Connections/Wirings etc. (if required) for the work shall have to be taken from the nearest source with prior permission from Junior Engineer (Electrical). All expenses on this account shall be borne by the contractor. The electrical expenses shall be charged based on the meter reading. If connection is taken directly without installation of meter, then then amount as per the usage of electrical equipment shall be deducted from the gross bill amount as suggested by Junior Engineer (Electrical).

21. Water if available may be supplied to the contractor by the department subject to the following conditions: -

(i) The water charges @ 1 % of the gross bill amount shall be recovered on gross amount of the work done if it is taken departmentally.

(ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply at his own cost.

(iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the Government water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

22. The contractor shall engage necessary staffs/ technical person. The name, qualification and technical experience of the contractor representative shall be submitted to the Engineer in charge before start of the work. Violation of this clause will lead to non- compliance and recovery will be made as per suitable clause.

23. Required safety measures is to be adopted before starting of any works so that any inconvenience may not be faced by any stake holder of this University.

24. The contractor must deploy his manpower in the night time to complete the work if the circumstances do not permit to work in official time.

25. Tenderers are advised to visit the site thoroughly and understand the nature and scope of the works and be familiar with the site conditions before quoting.

26. LIST OF APPROVED MAKE OF MATERIALS

Specification/brands names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved by the Engineer-in-Charge are listed below. However, approved equivalent material and finishes of any other specialized firms may be used, in case it is established that the brands specified below are not available in the market but only after approval of the alternate brand by the Engineer-in-Charge.

Sl. No.	Materials	Approved Make
1	CEMENT(OPC/ PSC / PPC)	ACC, ULTRATECH,DSP, RAMCO, JSW
2	WHITE CEMENT	J.K. WHITE, BIRLA WHITE
3	REINFORCEMENT STEEL	RINL, SAIL, TATA STEEL, JSW STEEL
4	STRUCTURAL STEEL SECTIONS	TATA, JINDAL, SAIL,RINL
5	HARDENERS	IRONITE, FERROK, HARDONATE
6	AAC BLOCKS	ECOREX, KONCRETE, FAST BUILD, BILT, SIPOREX.
7	POLY-SULPHIDE SEALENT,	PIDILITE, FOSROC, SIKA, BASF, SHALIMAR
8	DAMP PROOF MATERIAL	IMPERMO, DURASEAL, ACCO-PROOF.
9	ADMIXTURE	FOSROC, SIKA, BASF
10	WATER PROOFING COMPOUND	TAPECRETE, CICO, FOSROC, PIDILITE,SIKA
11	BITUMEN	INDIAN OIL, HINDUSTAN PETROLEUM.
12	LOCKS/LATCH	GODREJ, HARRISON, PLAZA, DORSET.
13	LAMINATES	FORMICA, DECOLAM, MERINO, GREENLAM
14	WIRE MESH (MS/SS)	TRIMURTY WELDED MESH, GKD.
15	ADHESIVE	PIDILITE, DUNLOP, CICO.
16	EPOXY MORTAR	FOSROC, SIKA. CICO.
17	DASH FASTNERS	HILTI, FISCHER, BOSCH.
18	FLUSH DOOR SHUTTERS (DECORATIVE/NON DECORATIVE).	As Approved by department.
19	FRP	POLYLINE, DUROPLAST, RAJSHRI. DURA SLEEK
20	BOARD & PLYWOOD	DURO, KITPLY, CENTURY, GREEN PLY, ARCHID.
21	HYDRAULIC DOOR CLOSER/ FLOOR SPRING	HARDWYN, GODREJ, DORSET
22	S.S.STAIRCASE RAILING	CONNECT ARCHITECTURAL PRODUCTS PVT.LTD, JINDAL STAINLESS STEEL LTD.
23	FIRE CHECK DOOR	GODREJ, ROMAT.
24	ANODISED ALUMINIUM HARDWARE (HEAVY DUTY)	HARDIMA, EVERITE, SIGMA (ISI MARKED).
25	CLEAR/ FLOAT/ TOUGHENED GLASS	MODI FLOAT & SAINT GOBAIN, ASAHI.
26	FIRE RATED GLASS	ST.GOBIAN, PILKINGTON, SCHOTT, FIRELITE.
27	ALUMINIUM SECTIONS	JINDAL, HINDALCO, INDALCO, ALOM EXTRVSIONS.
28	FRICITION STAY HINGES	EARL-BIHARI, ETTA.
29	EPDM GASKET	HANU/ANAND.

30	STRUCTURAL SILICON	DOW CORNING/WACKER, GE.
31	WEATHER SILICON	DOW CORNING/WACKER, MCCOY,SOUDAL.
32	CERAMIC TILES	OASIS, RAK, ORIENT BELL, AGL. M/S PRISM JOHNSON LTD, SOMANY.
33	CEMENT CONCRETE TILES/ HARDONITE TILES	NITCO, HINDUSTAN, LAKSMI.
34	VITRIFIED TILES	RAK, ORIENT BELL, AGL., SOMANY, KAJARIA
35	TACTILE TILE	JOHNSON, SUNHEART, AGL
36	TILE ADHESIVE	CICO, PIDILITE, FERROUS, HIND FIX TA. ASIAN
37	CC PAVERS/GRASS PAVER	NITCO-(ROCKARD), BHARAT-(NILSAN) REGENCY, ULTRA, EURCON, LAKSHMI
38	ACRYLIC EMULSION PAINT (EXTERIOR)/SYNTHETIC ENAMEL/ DISTEMPER	ASIAN, ICI DULUX, BERGER,
39	TEXTURED PAINT (INTERIOR)	BERGER, ASIAN, SNOWCEM.
40	ACRYLIC EMULSION (INTERIOR)	ROYAL (ASIAN), VELVET TOUCH (ICI DULUX), BERGER SURFA COATS
41	CEMENT PRIMER	DECOPRIME (ASIAN), WHITE PRIMER (ICI DULUX), BERGER, SURFA COATS
42	VITREOUS CHINA SANITARYWARE	RAK SANITARYWARE, PARRYWARE, HINDWARE, JAQUAR, CERA
43	FIRECLAY SINK & DRAIN BOARDS	PARRY, SUNFIRE, HINDWARE
44	STAINLESS STEEL SINKS	NILKANTH, NIRALI, JAYNA
45	LA( CI) PIPES	RIF, NECO, ELECTRO STEEL, KESORAM
46	G.I.PIPES	TATA, JINDAL.
47	G.I.FITTINGS (MALLEABLE CAST IRON)	UNIK, ZOLOTO.
48	STONEWARE PIPE & GULLY TRAPS	PERFECT, PARRY, ANANT, SFMC, BURN.
49	R.C.C. PIPES- ( NP-2)	As Approved by department.
50	MS PIPES	ELECTRO STEEL, SAIL, TISCO,JINDAL.
51	UPVC/CPVC PIPE	SUPREME, PRINCE, FINOLEX, SFMC.,AJAY, ASHIRVAD, ORIPLAST
52	GUNMETAL VALVES	LEADER, SANT, ZOLOTO.
53	C.I.DOUBLE FLANGED SLUICE VALVES.	KIRLOSKAR, IVC, BURN, SONDHI, KEJRIWAL
54	BALL VALVES	ZOLOTO, IBP, ARCO.
55	SPIDER FITTINGS	DORMA, SEVAX.
56	MINERAL FIBRE FALSE CEILING	ARMSTRONG OR EQUIVALENT AS PER RELEVANT IS CODE.
57	FIRE RATED DOOR CLOSER	DORMA, MARSHALL, INGERSOLLRAND, D- LINE.
58	C.P.BRASS FITTINGS	PLAYER, JAQUAR, MARC, PARRYWARE, HINDWARE, KINGSTON
59	PPR PIPES & FITTINGS	SFMC, SAFE, SUPREME ASTRAL.
60	POLYESTER POWDER COATING SHADES	NEROLAC, BERGER, J&N.
61	HARDNERS	IRONITE, FERROK, HARDOMATE, FOSROC
62	PVC WATER TANK	SINTEX, SPL, SFMC.
63	WOOD/STEEL FIRE RATED DOOR SHUTTER	SHAKTI MET, GODREJ, PROMAT, KUTTI

64	INTUMESCENT STRIP FOR FRD SHUTTERS	INTUMEX, ASTOFLAME, LORIAN, RAVEN
65	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND MINERAL FIBRE TILES	ARMSTRONG, USG, AURA (ASIP), BORAL
66	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND CALCIUM SILICATE BOARD /TILE	ST.GOBAIN GYROC, BORAL, HILUX, AEROLITE.
67	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND ROCKWOOL/GLASSWOOL ACOUSTICAL TILES	ARMSTRONG, USG, ECOPHONE, DECOSONIC, AEROLITE
68	FALSE CEILING SYSTEM ALONG WITH SUPPORTING GRID AND METALLIC TILES	ARMSTRONG, HUNTER DOUGLAS, AURA (ASIP), LLOYD.
69	ACOUSTIC TILES FOR HIGH FREQUENCY ABSORPTION	ARMSTRONG, USG, DECOSONIC, BORAL, AEROLITE
70	GRG TILE FOR FALSE CEILING	DECOSONIC, SAINTGOBAIN, ARMSTRONG, CKM
71	FIBRE GLASS ACOUSTICAL WALL PANELLING	DECOSONIC, ARMSTRONG, ECOPHONE (SAINTGOBIN), AEROCIL, ANUTONE
72	ALUMINIUM FALSE CEILING	ARMSTRONG .
73	FIRE RATED SS BALL BEARING HINGES	DORMA, MARSHALL, INGERSOLL RAND, D- LINE, DORSET.
74	FIRE RATED PANIC BAR/ PANIC TRIM	DORMA, MARSHALL, INGERSOLL RAND, D- LINE
75	CLAMP SYSTEM FOR DRY STONE CLADDING	HILTI, FISCHER, BOSCH
76	STONE ADHESIVE	FERROUS CRETE (FERRO-113), ARDEX ,ENDURA (DIAMOND STAR), PIDILITE (ROOF STONE ADHESIVE)
77	GYPSUM PLASTER	FERROUS CRETE (FERRO- 500), GYPROC SAINT GOBAIN (ELITE-90), BORAL (BORAL GYPSUM)
78	PUTTY	J.K.WHITE, BIRLA WHITE, ASIAN
79	MIRROR	SAINT GOBAIN, MODI GUARD, AIS
80	BACKER ROD	SUPREME IND LTD, SYSTRANS POLYMERS
81	EPDM ACOUSTICAL, FIRE SEAL	ENVIROSEAL
82	CI MANHOLE FRAME & COVERS AND GI GRATING	NECO, RIF, SKF, or as Approved by department
83	SFRC MANHOLE COVERS & GRATING	as Approved by department
84	PTMT FITTINGS	PRAYAG POLYMER PVT. LTD, PRINCE
85	ACP FOR CLADDING	ALUDECOR, ALSTRONG.
86	APP WATERPROOFING MEMBRANE	STP LTD, TEXSA, BITUMAT CO.LTD, DERMABIT, GRACE, BENGAL BITUMEN, PIDILITE, ASIAN
87	CURING COMPOUND	FOSROC, SIKA, BASF
88	LAMINATE FLOORING	ARMSTRONG, PERGO
89	LINOLEUM FLOORING	TARKETT, FORBO, WIKENDER
90	EXPANSION JOINTS	CONSTRUCTION SPECIALITIES, ARCHITECTURE SPECIALITY PRODUCT (ASP), MISKA & EMSEAL
91	POLYCARBONATE ROOFING SYSTEM	GE LEXAN, DAN PAL, POLYGAL.

92	SOIL WASTE & VENT PIPES & FITTINGS CENTRIFUGAL CAST IRON	NECO, SKF, BIC, KAPILANSH, RAJ(RPMF)
93	CONCRETE ADHESIVE	HIND PLAST SUPER.
94	INTERGAL WATER PROFING COMPOUNDS FOR CEMENT MORTAR & CONCRET	HIND PROOF NO.1. ASIAN
95	SS DOOR/WINDOW FITTINGS	DORSET, HETTICH, GODREJ, HARRISON.
96	UPVC DOORS & WINDOWS	FENESTA, ALUPLAST, DUROPLAST, KOMMERLING
97	CENTRIFUGAL HUBLESS CAST IRON PIPE & FITTINGS	NECO, SKF, KAPILANSH, RAJ(RPMF)
98	PRE-COATED GI SHEET FOR ROOFING	JINDAL SAW, TATA BLUE SCOPE, NIPPON DENDRO
99	RIGID PVC RAIN WATER PIPE AS PER IS:13592 & FITTING AS PER IS:14735	M/s. HSIL Limited, ASHIRVAD, ASTRAL, KSR by KISAN IRRIGATION.

## **DECLARATIONS TO BE GIVEN BY THE BIDDERS**

**It is to certify that :-**

(a) I /We have gone through details as available on website [www.tendersodisha.gov.in/](http://www.tendersodisha.gov.in/) and I/We agree with the terms and conditions of it and understood that it will form part of the agreement.

(b) "I, .....S/o Shri ..... resident of ..... hereby certify that none of my Relative(s) is/are employed in NLU Odisha, Cuttack. In case at any stage, it is found that the information given by me is false/incorrect, NLUO shall have the absolute right to take any action as deemed fit without any prior intimation to me".

(c) "I/We undertake and confirm that eligible similar Work(s) has/have not been got executed through another contractor on back to back basis (sublet). Further, it is stated that, if such a violation comes to the notice of NLUO, than I/We shall be debarred for bidding in NLUO in future forever. Also, if such a violation comes to the notice of NLUO, Cuttack before date of start of work, the Registrar, NLUO shall be free to forfeit the entire amount of Earnest Money Deposit/Security Deposit/Performance Guarantee".

(d) "I/We undertake and confirm that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years."

(e) I/We also certify that, our Firm will execute the work(s) / supply the item(s) as per the specification given by Institution and also abide all the Terms & Conditions stipulated in Tender.

(f) I/We also certify that, the information submitted while participating in Bid is true and correct in all aspects and in any case at a later date, it is found that any details provided are false and incorrect, any contract given to the concerned firm or participation may be summarily terminated at any state, the firm will be blacklisted and Institute may imposed any action as per NIT Rules.

All the above declaration are for the bidding process of " ....." published vide reference no. .... dt. ....

**Date:** \_\_\_\_\_

**Signature of the Bidder with Stamp**

**NOTE** : - (To be certified by all the partners in case of partnership firms, by all the directors in case of companies.

**FORM FOR DETAILS OF ALL WORKS OF SIMILAR CLASS  
COMPLETED DURING THE LAST 05 (Five) YEAR**

(i.e. FOR THE YEAR ENDING MAR 2026)

Sr.No.	Name of Work/Project	Location	Owner or Sponsoring Organization	Cost of Work in Lakhs	Date of Commencement as per Contract	Stipulated date of Completion	Actual date of Completion	Litigation/ Arbitration pending/ In progress with details	Remarks

(Authorized Signature of the Bidder with Seal)

**Note:-** Enclose copy of work order and experience certificate.

**FORM FOR DETAILED INFORMATION BY BIDDER**

Name of Firm/Contractor/Supplier	:
Complete Address for Communication	:
Name of Proprietor/Partner/Managing Director/Director	:
Contact Number	:
E-Mail ID	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number(Attach Copy of Certificate)	:
GST Number (Attach Copy of Certificate)	:
Details of paper cost	:
Details of EMD	:
<b><u>BANK DETAILS</u></b>	
Name of the Bank	÷
Name of the Account Holder	÷
Name of the branch	÷
Account Type	÷
Account Number	÷
IFSC code	:
Any other information, if necessary.	:

(Authorized Signature of the Bidder with Seal)

**NATIONAL LAW UNIVERSITY ODISHA  
Cuttack (Odisha)-753015**

[www.nluo.ac.in](http://www.nluo.ac.in)

**Item Rate Tender & Contract for Services**

**Tender for the work of: Tender for REPAIR OF OVER HEAD TANKS AT **NLUO CUTTACK.****

**To be submitted offline by:**

Time and date of Opening of Bid . - **25.05.2026 at 1200 Hours.**

**TENDER**

I/We have read and examined the notice inviting tender, schedule along with Appendices as per General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

A sum of **Rs. 15,500/-** (Rupees **Fifteen Thousand Five Hundred only**) is hereby forwarded through Demand Draft **as Earnest Money**. If I/We, fail to furnish the prescribed Performance Guarantee/security deposit within prescribed period. I/We agree that the said Registrar, NLUO, Cuttack or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money absolutely. Further, if I/We fail to commence work as specified, I/We agree that Registrar, NLUO, Cuttack or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be a Guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the retendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another Service Provider on back to back basis. Further that, if such a violation comes to the notice of NLUO, Cuttack, then, I/We shall be debarred for tendering in NLUO, Cuttack in future forever. Also, if such a violation comes to the notice of NLUO, Cuttack before date of start of work, the Registrar, NLUO shall be free to forfeit the entire amount of Earnest Money Deposit & / Performance Guarantee.

I/We hereby declare that, I/We shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated : \* \_\_\_\_\_

Signature of Bidder with Stamp

**BID FORWARDING LETTER**  
(ON THE LETTER HEAD OF THE BIDDER)

To  
The Registrar  
National Law University Odisha, Cuttack  
Kathajodi Campus, Sec-13, CDA,  
Cuttack - 753015, Odisha (India).

Tender Name:.....

Tender Ref. No.:.....

Dear Sir,

With reference to the above tender, I/We am/are offering rates for the above work. I/We hereby confirm and declare that I/We have carefully studied the tender documents therein and undertake myself/ourselves to abide by the terms and conditions of the tender.

Yours truly,

(Signature of the Authorized Official with seal)

**FORM OF PERFORMANCE SECURITY (GUARANTEE)**

1. Inconsideration of the Registrar, NLUO, Cuttack (hereinafter called “ the Client”) having offered to accept the terms and conditions of the proposed agreement between and (hereinafter called “ the said Contractor(s)”) for the work (hereinafter called “ the said agreement}” having agreed to production of a irrevocable Bank Guarantee for Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement.

I/We (hereinafter referred to as Bank) hereby (Indicate the name of the Bank) undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by Government.

2. I/We do hereby undertake to pay the (Indicate the name of the Bank) amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. I/We the said bank undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating there to, our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

5. I/ We further agree that the guarantee herein contained (Indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said agreement and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till Engineer-in-charge on behalf of the Government, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) accordingly discharges this guarantee.

6. I/We further agree with the Government that the (Indicate the name of Bank) Government shall have the fullest liberty without our consent, and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement & we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on that part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. The guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

8. We lastly undertake not to revoke this (Indicate the name of Bank) guarantee except with the previous consent of the Government in writing.

9. This Guarantee shall valid up to \_\_\_\_\_ unless extended on demand by Government, Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or

the extended date of expiry of this Guarantee all our liabilities under the Guarantee shall stand discharged. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_

(Indicate the name of Bank)

**PROFORMA FOR EARNEST MONEY (BANK GUARANTEE)**  
[FORM OF EARNEST MONEY (BANK GUARANTEE)]

WHEREAS, Contractor \_\_\_\_\_ (Name of contractor) (hereinafter called "the Contractor") has submitted his tender dated \_\_\_\_\_ at \_\_\_\_\_ (here in after called " the Bank") are bound up to \_\_\_\_\_ (Name of Registrar, NLUO) (hereinafter called " the CLIENT") in the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for which payment well and truly to be made to the said Client the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ THE CONDITIONS of this obligation are :-

- (a) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender ;
- (b) If the Contractor having been notified of the acceptance of his Tender by the Engineer-in-Charge.
- (c) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required ; OR
- (d) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of Tender Document and Instructions to contractor.

We undertake to pay to the Client either up to the above amount or part thereof upon receipt of first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by his is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \*..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Client, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS.....

SEAL (SIGNATURE, NAME & ADDRESS)

\*Date to be worked out on the basis of validity period of 6 months from last date of receipt of Tender.

## **Format for Agreement**

(to be made on Rs 100/- Judicial Stamp Paper)

This agreement is made at Cuttack on the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 2025 (Two Thousand Twenty Five) **between Registrar, NLUO, Cuttack** having its **Office at NLUO, Cuttack-753015** (herein after called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, Legal Representatives and assigns) of the First party, **and** M/s \_\_\_\_\_ (Second party) having its registered Office at \_\_\_\_\_

(herein after called the '**Agency**' which expression unless repugnant to the Context shall mean and include its successors-in-interest assigns etc.) of the Second Party.

WHEREAS the "**Client**" is desirous to engage the "**Agency**" for providing **Construction/Maintenance Service** for **NLUO, Cuttack at Cuttack** on the terms and conditions stated below :-

- (a) All the Terms & conditions of the Tender document will form as the part of this Agreement.
- (b) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed in NLUO, Cuttack. The client shall have no liability in this regard.
- (c) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed at it at NLUO, Cuttack site. The Client shall have no liability in this regard.
- (d) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- (e) The Contract can be terminated by giving 01 (One) Month Notice by the NLUO, Cuttack.
- (f) In case of Non-Compliance with the contract, the Client reserves its right to :-
  - (i) Cancel/Revoke the contract; **and/or**
  - (ii) Impose penalty up to 10% of the total Annual Value of Contract.
- (g) Performance Security amounting to Rs -----(Rupees -----only) i.e. of 5% of the Annual Contract Value, whichever is higher in the form of Fixed Deposit Receipt or Bank Guarantee form a scheduled Bank shall be furnished by the Agency at the time of signing of the Agreement.
- (h) The Agency Shall be fully responsible for timely monthly payment of wages i.e. by 07<sup>th</sup> of every month without fail and any other dues to the personnel deployed at NLUO, Cuttack as per rates mentioned in the schedule without any deductions except PF & ESI as admissible.
- (j) The personnel provided by the Agency will not claim to become the employees of NLUO, Cuttack and there will be no employee and Employer relationship between the personnel engaged by the Agency & NLUO, Cuttack.

(Signature of the Owner/ Proprietor of  
the Agency/Firm with Seal)

(k) There would be no increase in rates payable to the Agency during the Contract Period except any revision by the Govt. of India/Odisha.

(l) The Agency also agrees to comply with annexed Terms & Conditions of the Tender and amendments thereto from time to time.

(m) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.

(n) The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by NLUO, Cuttack. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.

(o) In case of any dispute between the Agency and Client, Client shall have the right to decide. However, all matters of jurisdiction shall be at the Local Courts of Cuttack.

(p) The Agency will provide Police Verification Certificate of each Employee within a period of 03 (Three) Months from the date of deployment except in respect of Ex-Servicemen and retired Government Employees. Failing this, the deployment shall be liable for cancellation.

(q) THIS AGREEMENT will take effect from the \_\_\_\_\_ day of \_\_\_\_\_ Month of \_\_\_\_\_ 2020 **(Two Thousand Twenty)** and shall be valid for **01 (One) Year** and extendable for another 01 (One) year on mutually agreeable conditions subject to satisfactory performance.

This day of \_\_\_\_\_ 2020, both the parties here to have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year mentioned above in Cuttack in the presence of the witness :-

For and on behalf of the 'Agency'

For and on behalf of the 'NLUO, Cuttack'

Signature of the Authorized Official  
(Name of the Official with Seal)

Signature of the Authorized Official  
(Name of the Official with Seal)

By the said \_\_\_\_\_ (Name)  
on behalf of 'Agency'  
in presence of Witness \_\_\_\_\_

By the said \_\_\_\_\_ (Name)  
on behalf of 'Agency'  
in presence of Witness \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**PRICE BID**

<b>Sl No.</b>	<b>Description of item</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1	Dismantling old plaster or skirting raking out joints and cleaning the surface for plaster including disposal of rubbish to the dumping ground within 50 metres lead.	sqm	280.00		
2	12 mm cement plaster(1:4 (1 cement: 4 fine sand)	sqm	280.00		
4	Providing waterproofing liquid to used in plastering the inside surface(Dr Fixit/Sika)	Ltr.	30.00		
5	Providing and applying integral crystalline slurry of hydrophilic in nature for waterproofing treatment to the RCC structures like retaining walls of the basement, water tanks, roof slabs, podiums, reservoir,sewage & water treatment plant, tunnels / subway and bridge deck etc., prepared by mixing in the ratio of 5 : 2 (5 parts integral crystalline slurry : 2 parts water) for vertical surfaces and 3 : 1 (3 parts integral crystalline slurry : 1 part water) for horizontal surfaces and applying the same from negative (internal) side with the help of synthetic fiber brush. The material shall meet the requirements as specified in ACI-212-3R-2010 i.e by reducing permeability of concrete by more than 90% compared with control concrete as per DIN 1048 and resistant to 16 bar hydrostatic pressure on negative side. The crystalline slurry shall be capable of self-healing of cracks up to a width of 0.50mm.				
5.1	For vertical surface two coats @ 0.70 kg per sqm	sqm	90.00		
5.2	For horizontal surface one coat @1.10 kg per sqm	sqm	190.00		
6	Demolishing concrete work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 metres lead as per direction of Engineer-in- charge.	Cum	7.25		
7	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work above plinth level : 1:1½:3 (1 Cement: 1½ coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources)	Cum	7.25		
8	Centering and shuttering including strutting, propping etc. and removal of form work for : above plinth level	Sqm	216		
9	Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete above plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more.	Kg	2160		
				<b>Total =</b>	

**Grand Total (in word).....**

**No. of Corrections :**

**No. of Over writings:**

**SIGNATURE OF BIDDER WITH STAMP**