

Tender Notice No.: NITR/PW/SAC/2020/24 Dated: 11/02/2020

"Tender for light and sound arrangement for NITRUtsav- 2020 at National Institute of Technology, Rourkela"

Sealed Tenders are invited through e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/ from interested and eligible firms/companies/proprietors/individuals for award of a light and sound arrangement contract on the following terms and conditions.

1.

a.	Supply of light arrangement	ANNEXURE-I
	Supply of sound arrangement	ANNEXURE-II

b.	Check list for preparation	ANNEXURE-III
	of Bid/Tender	

c.	Instruction to tenderer	ANNEXURE-IV
	and tender processing	
	formality.	

d. Lette	r of Undertaking	
and F	Format of particulars	ANNEXURE-V&V(A)
of ter	nder	

e. Financial Capacity ANNEX	XURE-VI
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f.	Price bid /quoted	l price format	ANNEXURE-VII
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g. General Conditions of Contract

ANNEXURE-VIII

h. Special conditions of contract ANNEXURE-IX

2.1 Important Dates

- a. Last date of submission of tender **03/03/2020 by 03:00 PM** through e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/
- b. Opening of Techno-commercial Bid of the tender on 04/03/2020 at 03:00 PM
- c. **EMD** and **Tender cost need** to be submitted through online mode of e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/ only.
- 2.2 Tender document is available in e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/ or may be downloaded from the website of National Institute of Technology, Rourkela i.e. https://nitrkl.ac.in/OldWebsite/Jobs Tenders/11Miscellaneous/Default.aspx

3. **Nature and Scope of Work**

- I. The contract involves "light and sound arrangement during the NITRUtsav 2020".
- **II.** The period of the contract will be 03 days i.e from **13th- 15th March 2020.** (on 13th and 14th March'2020 light and sound service will be provided at DTS)
- **III.** The contract price is inclusive of all taxes and duties including G.S.T. Contractor is to bear all incidental cost/tax connected to the execution of the contract.
- **IV.** The tender may be cancelled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- V. Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- **VI.** Bringing in outside influence or entering in to unsolicited correspondence / communication will entail rejection of tender and a proceeding for blacklisting.

4. **ELIGIBILITY:**

- I. **Status: -** The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidder in the form of JV/consortium may be permitted. A proof on status the bidder shall be submitted.
- II. **Financial Capacity:** The bidders should have the **minimum turnover of Rupees Five Lakhs** during the **last financial years (2018-19)**. Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and/or capable to sustain, itself financially till bills are processed & payment released.
- III. **Experience:** At least three years' experience in the similar work.
- IV. **Registration:** The Bidder should be registered under GST Act, the labour laws (should have valid labour license), Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof shall be submitted.
- V. The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

Sd/-REGISTRAR

LIST OF ITEMS FOR LIGHT ARRANGEMENT DURING NITRUTSAV -2020 (13TH -15TH MARCH 2020)

SL	Items	Quantity
NO.		, and a second s
1	Par 64 (Lamp) 60,61,62 (with Colour Zelotin)	50 Nos
2	Led RGBW 100WT	50 Nos
3	PLX Sarpy 500w	24Pcs
4	NIUTREEN 1200 FOLLOWS	1Nos
5	PALCO (JINI) BIG LIGHTING FOR BACK DROP	4 Nos
6	Cool Fire (AS PER PROGRAMME)	2 Nos
7	FIRE Flame (Colourful)	4Nos
8	Jumbo Strob	4Nos
9	3000W Smoke/Hez	4Nos
10	Lazar (Multi Colour) Green 5W	6Nos
11	Aplix Chandua or Umbrella (Pipili)	200Nos
12	Metal Halozin	20 Nos
13	Green Metal	20Nos
14	Halozin 500W	20Nos
15	Stall light (2 tubes) with Power Plug	15 Nos Stall
16	Rice Light (for Building, Lawn and Tree etc) from SAC gate to DTS gate will be covered	1000Pcs
17	125KV DG Van with Fuel (Approx. 6hrs/Day)	02 Days
18	LED Backdrop for 2 days for Pro Show and Fashionishta (15*15 sqr. Inch)	02 days
19	Four Side Truss	02 Days
20	Profaeli (02 Days)	6Nos

LIST OF ITEMS FOR SOUND ARRANGEMENT DURING NITRUTSAV -2020 (13th-15th March 2020)

SI.No.	Items	Quantity
1.	Set up Amplifier with Sound Box & Microphone for different venues	5 Nos.
2.	Line array-FBT/RCF/Yamaha,JBL	8Nos
3.	Site fill-JBL top-4-825/725/525	8Nos
4.	Bass bin-JBL 728/FBT 1500/RCF	6Nos
5.	Monitor-JBL/Yamaha/FBT-	8Nos
6.	Mixche-LX9/AC48	5Nos
7.	FILLS JBL MRX 525	2 Nos.
8.	Guitar AMPS	4 Nos.
9.	Digital Setup or DBX 260 (42 channels)	1 Nos.
10.	Yahama Processor STX 2000	1 Nos.
11.	Serverer	1 Nos.
12.	Shuree or Sinizer Cordless	4 Nos.
13.	Coded Mic Stand Suaree 58 & Shuree 57	15 Set.
14.	DJ Gear -1 Set (Pioneer 850W with mixture)	1 Set.
15.	42 Channel Digital Mixture Board	1 Set.
16.	Special Band Show at Infornt of LA Gallery with Light and Sound (Professional Systems) on 13th March	1 Evening
17.	Sound & Light Operator with experience for above days	2 Persons
18.	Tama Drum Set with good condition	1 Set.
19.	Walkie Talkie	4 Nos
20.	Sound and Light System for inaugural show (13 th march BBA at 3 PM)	1 Day

ANNEXURE-III

CHECKLIST FOR TENDERER

SI. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the EMD of Rs. 20,000/- and Tender Cost of Rs. 500/- through online mode of e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF Labor License, and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. if any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Techno-commercial Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/		
12.	Have you submitted the tender documents in two parts within the respective cover in the e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/		

Signature of Tenderer

NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO.: NITR/PW/SAC/2020/24 DATED: 11.02.2020

- 1. The tenderer shall submit the tender in two parts in the e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/ consisting of Part-I (techno-commercial) and Part-II- Financial Bid (i.e. BOQ) each in separate cover. The EMD of Rs.20,000/-(Rupees Twenty Thousand) and Tender Cost(Non-refundable) of Rs.500/-(Rupees Five Hundred) need to be submitted through online portal only through e-Procurement **Portal** of **Ministry** of HRD, Govt. https://mhrd.euniwizarde.com/ . And Bid security(EMD) of unsuccessful bidders should be returned to them at the earliest and latest on or before the 30th days after the award of the contract. EMD shall bear no interest.
 - Tenders not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.
- Duly filled in tenders are to be submitted electronically in the e-Procurement Portal of Ministry of HRD, Govt. of India https://mhrd.euniwizarde.com/ within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
- **3.** The Part-I offer of the those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
- **4.** The price discovery against this tender will be through e-Procurement.
- **5.** The tender shall be **valid for 120 days** for acceptance from the date opening of the price bid & withdrawal in between shall entail the forfeiture of Earnest Money.
- **6.** Tenders not received in the prescribed forms as specified in the invitation to will be liable for rejection.
- 7. The Tenderer(s) shall dully fill in all particulars in the format as at **Annexure- 4A** and it shall form part of tender document under Techno-Commercial bid Non-submission of duly filled in & signed form of tender shall render the tender invalid.
- **8.** The invitation to Tender, Instructions to Tenderers, Special Conditions (S.CC) of Contract & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the "Schedule of Rates" with the Letter of Acceptance and Work Order for awarding of the work and Contractor's Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The Latter shall prevail.
- **9.** Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
 - i) Khadi and Village Industries Commission (KVIC)
- ii) National Small Industries Corporation (NSIC)
- iii) Any other body specificed by Ministry of MSME/GOI

- **10.** The Tenderers shall furnish the following documents as part of **Techno-commercial Bid**:
- 10.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:
 - i. In case Of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribedand paid up capital.
 - iv. In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co-Operative societies.

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

- 10.2 Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.
- 10.3 Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of NIT, RKL with Proprietor, Partner Director of the firm is to be furnished.
- 10.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in NITR or any Government Department/Public Undertaking has been:
 - a. Black listed.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to lower class of job.
 - d. Under Orders for banning of suspending business with him/ them. If yes, give the details indicating the period.

10.5 Banning of Business Dealings:

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

10.6 Contractor's Background:

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

10.7 Documents to be submitted

- (a) RPFC Registration Code Number, if any:
- (b) Registrations with ESI, if applicable.
- (c) Copy of Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years. Financial Year 2016-17, 2017-2018, 2018-2019(Duly attested by Notary) for **preceding three years** from the date of tender.
- (d) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form.**
- (e) Copies of Permanent Account Numbers (PAN Card).
- (f) GST Registration Number and copy of Certificate of Service Tax Registration.
- (g) Copies of Labour Licence particulars under Contract Labour (Regulations And Abolition) Act, 1970 held under Previous Contract, If Any.

11. BID OPENING PROCEDURES

- 11.1 The Techno-commercial Bids may be opened at NIT Rourkela, on the specified date & time by the Committee authorized by the competent authority of NIT Rourkela.
- 11.2 The financial bids of those bidders whose Techno-commercial Bids are accepted, shall be opened by the Committee on the specified date and time.

12. CLARIFICATION ON TECHNO-COMMERCIAL BID EVALUATION

- The techno-commercial bids shall be evaluated based on the available documents submitted by the bidder in the **e-Procurement Portal of Ministry of HRD**, **Govt. of India** https://mhrd.euniwizarde.com/. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing through **e-Procurement Portal of Ministry of HRD**, **Govt. of India** https://mhrd.euniwizarde.com/
- 12.2 If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.
- 12.3 Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

13. TECHNO-COMMERCIAL BID EVALUATION

The Bidder has to quote mandatory for all the items provided in the BOQ. Techno-commercial bids will be evaluated based on submitted documents. And the techno-commercial methodology adopted by the bidder for need to explain on scheduled date and time to the committee formed by the competent authority of NITR. The decision of the committee will be final and binding to all bidders and can't be question at any stage of evaluation. The bidders who qualify in the techno-commercial evaluation may be intimated through the **e-Procurement Portal of Ministry of HRD, Govt. of India** https://mhrd.euniwizarde.com/

14. FINANCIAL BID OPENING PROCEDURE

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

15. FINANCIAL BID EVALUATION

Being L1 will not be sole criteria for eligibility of award of contract. The feasibility of the price determination method adopted by the bidder will be examined by the committee on scheduled date & time and pertaining bidder need to be present in front of the committee to explain the same.

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

- **16.** Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount/ quantity not shown in figures and words will be liable for rejection.
- The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.
- **18.** Tenders(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. BOQ not received in the prescribed format shall be liable for rejection.
- **19.** The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
- **20.** Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
- Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.
- The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost& other charges to be incurred in proper execution of work within specified time.
- By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
- Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
- **25.** Authority of NIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties (bidder).
- **26.** Tender documents are not transferable.
- **27.** Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eliqible for participating in the tender.

28.	It shall be the responsibility of the persons/firms submitting the tender to ensure that
	the tenders have been submitted in the formats and as per the terms and conditions
	prescribed in the NIT website and no change is made therein before submission of their
	tender. In the event of any doubt regarding the terms and conditions /formats, the
	person concerned may seek clarifications from the authorized officer NIT. In case any
	tampering/Unauthorized alteration is noticed in the tender submitted from the tender
	document available on the website, the said tender shall be summarily rejected.

29. For any clarification: Please contact:

Mr. NALINI NIHAR NAYAK

SAS Officer

STUDENT ACTIVITY CENTRE

"Nalini Nihar Nayak" nayaknn@nitrkl.ac.in

Or

Deputy Registrar (Purchase and Works)

NIT Rourkela, Rourkela-769008

Ph. No.: 0661- 2462051 /Email: purchase@nitrkl.ac.in

- **30.** The EMD submitted by the successful bidder shall be converted in to security deposit and the same will be released after expiry of one month of completion of the contract subject to adjustment /deductions of NITR dues if any, provided the amount is sufficient to cover the Security Deposit.
- Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.

Date:	
	Signature of Tenderer
Dlacer	
Place:	

(Letter head of tenderer)

Ref No:	Date:
To <u>LETTER OF UNDERTAKING AND DECLARATION</u>	
The Registrar	
National Institute of Technology Rourkela – 769008	
Ref: Invitation for Tender Nodated	

We, the undersigned, declare that:

- 1. We have examined the tender document and its terms and conditions and we have understood the details.
- 2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
- 3. Our bid shall be valid for a period of 120 days from the date of opening of price bid and we shall not revoke the same.
- 4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
- 5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
- 6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
- 7. The detailed particulars of the tenderer is mentioned & attached separately as at Annexure-4A
- 8. The Tender will be awarded to L1 bidder on the basis of lowest price quoted by the firm/Agency in their price bid only

Yours sincerely

Authorized signatory of the Tenderer

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

Full name and Designation

(ON LETTERHEAD OF THE FIRM)

Tender for Light and Sound for NITRUtsav- 2020 (13th to 15th March'2020) at National Institute of Technology, Rourkela

Detailed Particulars of the Tenderer

SI.No	Particulars	
1.	Name of Agency/ Firm/Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/Residence Ph.no	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Name(s) of Propreitor / Partner / Director	
10.	PAN No.	
11.	E.P.F. Registration No.	
12.	GST Registration No.	
13.	Labor License No.	
14.		2016-2017
	Volume of business in the FY	2017-2018
		2018-2019
15.	Past experience in similar business (enclose relevant documents/order copies of other organizations)	
16.	Income Tax clearance certificate	

Signature of Tenderer

FORM FOR FINANCIAL CAPACITY

DESCRIPTION

Description	Financial Years							
	2016-17	2017-18	2018-19					
Annual Turnover								
Net Worth								
Current Asset								
Current Liabilities								
Total Revenue								
Profit before Tax								
Profit after tax								

Signature of Tenderer

ANNEXURE-VII

Tender for Light and Sound for NITRUtsav-2020(13th to 15th March'2020 at National Institute of Technology, Rourkela.

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

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Ten	der	Inviting Tender: REGISTRAR NATIONAL INST						•				
	.000.0101	of Work: Tender for light and sound arrar			CONTRACTOR AND ADDRESS OF							
-		Motice No: NITR/PW/SAC/2020/25 DATED:-		de nouveau and a second								
Name of the Bidder/ Bidding Firm / Company:												
C1	Thir I	80Q tomplato must not be madified/replaced by th	e bidder an	theremer	(DOMEST	C TENDERS - RATES	E SCHEDULE ARE TO GIVEN IN R	UPEES (IHR) OHLT)	r ir liable ta be r	ojected for this tend	ar. Biddarr ara allau	od tu ontor the Bidder
S		Itom Dozcriptium	Itom Cudo f	Quantity		BASIC RATE In Figurer In be entered by the Bidder in	Tatal GST Amount in IHR	Tutal Froight Charger (Unloading & Stacking)	Tutel Any Other Texas in	Tatal Any Other Daties/Levies	TOTAL AMOUNT Without Texas	TOTAL AMOUNT Win
	300		Hake			Rr. P	Rr. P	Br. P	Rr. P	Rr. P	Rr. P	Rr. P
1	-	2	3	4	5	6	7	8	9	10	11	12
- 31	52.	Description (light):-	Pos	200	17.50					i i	7. 0.000000	0.0000
1.0	01	Par 64 (Lamp) 60,61,62 (with Colour Zelotin)	item1	50	pieces					11	0.00	0.00
1.0	02	Led RGBW 100WT	item2	50	pieces						0.00	0.00
1.0	03	PLX Sarpy 500w	item3	24	pieces						0.00	0.00
1.0	04	NIUTREEN 1200 FOLLOWS	item4	1	piece						0.00	0.00
1.0	05	Palco (JINI) BIG LIGHTING for Back Drop	item5	4	pieces			i i			0.00	0.00
1.0	06	Cool Fire (As per programme)	item6	2	pieces			l î			0.00	0.00
1.0	07	FIRE Flame (Colourful)	item7	4	pieces						0.00	0.00
1.0	880	Jumbo Strob	item8	4	pieces						0.00	0.00
1.0		3000'w Smoke/Hez	item3	4	Charleson's						0.00	0.00
200	220		125(7/20)	277	pieces						V6693V	755520
_	.16	Lazar (Multi Colour) Green 5W	item10	6	pieces		× 2				0.00	0.00
1.	.11	Aplix Chandua or Umbrella (Pipili)	item11	200	pieces						0.00	0.00
1.1	12	Metal Halozin	item12	20	pieces						0.00	0.00
1.1	13	Green Metal	item13	20	pieces			Î			0.00	0.00
1.1	14	Halozin 500W	item14	20	pieces			Ĵ			0.00	0.00
1.	15	Stall light (2 tubes) with Power Plug	item15	15	stalls						0.00	0.00
1.1	120	Rice Light (for Building, Lawn and Tree etc) from SAC gat-		1000	pieces		-	*			0.00	0.00
-		to DTS gate will be covered	100000000000000000000000000000000000000	20	The second	-		-			200000	7007700
1.	.17	125KV DG Van with Fuel (Approx. 6hrs/Day)	item17	2	Days						0.00	0.00
1.1		LED Backdrop for 2 days for Pro Show and Fashionishta (15*15 sqr. Inch)	item18	2	Days						0.00	0.00
1.16	Ric	e Light (for Building, Lawn and Tree etc) from SAC gate DTS gate will be covered	item16	1000	pieces						0.00	0.00
1.17	_	KV DG Van with Fuel (Approx. 6hrs/Day)	item17	2	Days						0.00	0.00
1.18		3 Backdrop for 2 days for Pro Show and Fashionishta 15 sqr. Inch)	item18	2	Days						0.00	0.00
1.19		rosqt. men) roeli (02 Days)	item19	6	pieces						0.00	0.00
1.2	+	ur Side Truss	item20	2	days				*		0.00	0.00
2	De	escription (sound):-						· ·	25		******	500000000
2.01	Set	up Amplifier with Sound Box & Microphone for ferent venues	item21	5	pieces						0.00	0.00
2.02	$\overline{}$	s array-FBT/RCF/Yamaha,JBL	item22	8	pieces						0.00	0.00
2.03	Sit	s fill-JBL top-4-825/725/525	item23	8	pieces						0.00	0.00
2.04	Bo	es bin-JBL 728/FBT 1500/RCF	item24	6	pieces						0.00	0.00
2.05	Mo	nitor-JBL/Yamaha/FBT-	item25	8	pieces					34	0.00	0.00
2.06	Mic	xche-LX9/AC48	item26	5	pieces		, i				0.00	0.00
2.07	FIL	LS JBL MRX 525	item27	2	pieces						0.00	0.00
2.08	Gui	itar AMPS	item28	4	pieces	T					0.00	0.00
2.09	+	gital Setup or DBX 260 (42 channels)	item29	1.	pieces						0.00	0.00
2.1	-	hama Processor STX 2000	item30	1	pieces						0.00	0.00
2.11	Ser	verer	item31	1	pieces						0.00	0.00
2.12	-	uree or Sinizer Cordless	item32	4	pieces						0.00	0.00
2.13	+	ded Mic Stand Suaree 58 & Shuree 57	item33	15	pieces						0.00	0.00
2.14	+	Gear -1 Set (Pioneer 850W with mixture)	item34	10	pieces						0.00	0.00
2.15	Sp	Channel Digital Mixture Board scial Band Show at Infornt of LA Gallery with Light and	item35	1	set						0.00	0.00
2.16	So	und (Professional Systems) on 13 th March	item36	1	evening						0.00	0.00
2.17	-	and & Light Operator with experience for above days	item37	500	persons						0.00	0.00
2.18	_	na Drum Set with good condition	item38	1	set						0.00	0.00
2.19	410	lkie Talkie	item39	4	pieces				4		0.00	0.00
2.2	BB	und and Light System for inaugural show (13 ¹⁶ march A at 3 PM)	item40	1.	day	P					0.00	0.00
		Total in Figures				0.00	0.00	0.00	0.00	0.00	0.00	0.00

GENERAL CONDITIONS OF CONTRACT

A. **DEFINITIONS**

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

- 15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Technocommercial part, price bid part.
- **Tenderer** means and includes the person or firm or company who have submitted valid tender and also includes its authorized representatives, heirs, executors, administrators, successors and assignees as approved by the employer.
- 17. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for fulfillment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
- 18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
- 19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

B. RESPONSIBILITIES OF NIT OFFICIALS

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

C. ASSIGNMENT AND SUB-CONTRACTING

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

D. **CONTRACT DOCUMENTS**

23. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.

24. **Further instructions:** The representative of NIT shall have full power and authority as delegated to him to issue to the contractor, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the Contractor(s) shall carry out and be bound by such further instructions.

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

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

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

c) Illegal gratification, breach of contract: The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation (specified under clause D of Annexure-8), if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

- d) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).
- e) **Final Certificate**: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.

f) Notice:

- i. **Service of notice on contractor**: Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand or its Registered office or at the Contractor's site office.
- Service of notice on NIT: Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post / courier at the office of registrar NIT Rourkela-769008.
- iii. **Change of address:** Any change of address of the contractor shall immediately be notified to the Engineer/ Rep. of NIT.

g) <u>Safety:</u>

- i. The contractor will be responsible to ensure safety of the people working under them.
- Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
- iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- h) For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.
- i) **Policing of the work**: Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.
- j) 1. <u>Law in Force in Relation to Contract</u>: The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
 - 2. **LEGAL COMPLIANCE**: the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:
 - a. Payment of wages Act. (Linked to Govt. of India)
 - b. Minimum wages Act. (Linked to Govt. of India)
 - c. Maternity benefit Act. (Linked to Govt. of India)
 - d. Shops & commercial establishment Act.
 - e. EPF Act.

- f. ESI Act.
- g. Contract labour (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.
- k) The contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
- Order will be placed to one party on the basis of L-1 quotation. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the Security Deposit) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond Will be decided by NIT at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order/contract is not finalized from the present tender.

m) **ARBITRATION**:

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

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

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

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

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

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

n) **AMENDMENT**:

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

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

p) INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal (https://mhrd.euniwizarde.com) using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submitting their bids online on the e-Wizard Portal. For more information, bidders may visit the e-Wizard Portal https://mhrd.euniwizarde.com

REGISTRATION PROCESS ON ONLINE PORTAL

- 1. Bidders to enroll on the e-Procurement module of the portal https://mhrd.euniwizarde.com by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal.
- 2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the eWizard Portal. Bidders to register upon enrolment their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 3. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- 4. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
- 5. Bidders must ensure that they have the latest version of Java installed in their local system.
- 6. The scanned copies of all original documents should be uploaded in pdf format on portal https://mhrd.euniwizarde.com
- 7. After completion of registration payment, you need to sends your acknowledgement copy on our help desk mail id ewizardhelpdesk@qmail.com for activation of your account.

TENDER DOCUMENTS SEARCH

- 1. Various built in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- 2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
- 3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

BID PREPARATION

- 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

BID SUBMISSION

- 1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3. Bidder to select the payment option as Online" to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
- 4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- 7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.

AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

ASSISTANCE TO BIDDERS

- 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- e-Procurement support any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 011-49606060, 23710092, 23710091, Er Sanjeet Kumar Jha (+91-8882495599), 9355030626. Amit Kumar Jha 9355030627, 9205898226

Email Support:

For any eProcurement Application Service Requests and Techno-commercial issues related to Document Uploads, Tender Publishing, Issue of Corrigendum, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation, Bid Submission, system users may please mail to Sanjeet Kumar Jha ewizardsanjeet.kumar@gmail.com

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

Light and sound for Nitrutsav- 2020 scheduled to be held on 13th - 15th March,2020 (on 13th & 14th March light and sound service will be provided at DTS) National institute of technology, Rourkela. The associated responsibilities and deliverables are listed, as follows.

SL.	DELIVERABLES REQUIRED	SPECIFICATIONS		
NO				
1	The firm /Agency should provide Sound and light for	As per requirement		
	the above event as per the schedule given in			
	Annexure-I			
2	Institute will provide only space for the above event	As per requirement		
3	Transportation of material is own risk of Firm/Agency.	As per requirement		
4	Institute will no way liable to give Lodging facility and	As per requirement		
	serve food to the Agency/Firm.			
5.	The firm/Agency after award of contract shall mobilize	As per requirement		
	its resources for execution of the work before two days.			
6.	Sound and light materials vehicle should be enter into	As per requirement		
	the Institute with prior permission of competent			
	authority before 6.00 P.M.			

- 1. The firm/Agency should quote for each items. If any firm/Agency do not quote for all the items as per the schedule, then their quotations will be rejected.
- 2. Any requirements of the performers, inside or outside the venue, should be attended and dealt by the firm. No additional requirements or services, except the venue, shall be provided by NIT Rourkela.
- 3. All the specifications of the requirements marked as "as per list's requirement or convenience" should be finalized after consulting the concerned authority.
- 4. The tender document should include all the costs as per deliverables mentioned above and any other charges added, including all taxes applicable.
- 5. The firm is required to provide its GSTIN number, Company's registration certificate, previous work order copies, income tax certificates and all relevant supporting documents.
- 6. The institute has the sole right to cancel the event/quotation at any time with/without any prior notice.

B. LIQUIDATED DAMAGES

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

C. RISK AND COST

1. Neglect or failure on the part of the contractor to execute the work will be carried out by alternate source at the risk and cost of the contractor and to the extent of alternate execution, the contract will be deemed to be terminated either in part of full.

D. **PAYMENT TERMS**:

- i. Payments against on-account bills shall be released through a crossed account payee cheque/RTGS after completion of the event. For this purpose, the Firm/Agency should give the details of the name of the bank, branch, Account no and IFSC code.
- ii. Payment shall be regulated as per terms of contract.
- iii. Deduction of applicable taxes will be made including TDS & certificate will be issued by finance & accounts department for such deductions.
- E. Work to the satisfaction of NIT: The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract.
- **F. Security Deposit**: EMD amount will converted as Security Deposit and will refunded after expiry of the contract. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.
- G. <u>INDEMNITY</u>- The contractor shall indemnify NITR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the contractors.

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