



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

Tender Notice No.: NITR/PW/SAC/2023/299

Dated: 23/02/2023

CELEBERITY NIGHT - 2023 AT NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA

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

1. LIST OF ANNEXURES: -

- | | |
|---|---------------|
| a. CELEBERITY NIGHT - 2023 | ANNEXURE-I |
| b. Check list for preparation of Bid/Tender | ANNEXURE-II |
| c. Instruction to tenderer and tender processing formality. | ANNEXURE-III |
| d. Letter of Undertaking and Declaration | ANNEXURE-IV |
| e. Format of particulars of tender | ANNEXURE- V |
| f. Financial Capacity | ANNEXURE-VA |
| g. Price bid /quoted price format | ANNEXURE-VI |
| h. General Conditions of Contract | ANNEXURE-VII |
| i. Special conditions of contract | ANNEXURE-VIII |

2.1 Important Dates

- Last date of submission of tender **15/03/2023** by **11:00 AM** through eProcurement module of CPP Portal <https://eprocure.gov.in/eprocure/app>.
- Opening of Technical Bid** of the tender on **16/03/2023** at **11:00 AM**
- EMD and Tender Cost** should reach physically to **The Registrar, National Institute of Technology Rourkela – 769008.**

- 2.2 Tender document is available in eProcurement Module of CPP Portal <https://eprocure.gov.in/eprocure/app/> or may be downloaded from the website of National Institute of Technology, Rourkela i.e. https://nitrkl.ac.in/OldWebsite/Jobs_Tenders/11Miscellaneous/Default.aspx

3. **Nature and Scope of Work**

- i. Celebrity Night - 2023 at National Institute of Technology Rourkela.
- ii. The period of the contract will be 1 day i.e. Dated - 25th March 2023.
- iii. The contract price is inclusive of all taxes and duties including G.S.T. Bidder(s) 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 10 Lacs (Rupees 10 Lakhs only)** during the **last three years ending on 31st March 2022**. Relevant proof for supporting the above i.e. Balance Sheet, Profit & Loss statement duly certified by Chartered Accountant and ITR 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 ARTIST IN TERM OF PERFERENCE ORDER (1 BEING TOP PRIORITY TO 5 BEING LEAST) FOR 2.5 HOUR PERFORMANCES FOR EIGHT THOUSAND STUDENTS, FACULTY AND STAFF

1. Amit Trivedi

- Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage)
- Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela).
- Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro)
- Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops).
- Specialized Light and sound as per artist requirement for stage area as well as audience area (**8000** audience).
- Installation of LED wall on different place of the stage of dimensions 10*40 feet.
- 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. {One for light, one for sound}.

2. Sonu Nigam

- Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage)
- Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela).
- Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro).
- Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops).
- Specialized Light and sound as per artist requirement for stage area as well as audience area (**8000** audience).
- Installation of LED wall on different place of the stage of dimensions 10*40 feet.
- 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. {One for light, one for sound}

3. Shankar Mahadevan

- Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage)
- Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela).

- Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro)
- Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops).
- Specialized Light and sound as per artist requirement for stage area as well as audience area (**8000** audience).
- Installation of LED wall on different place of the stage of dimensions 10*40 feet.
- 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. {One for light, one for sound}

4. **Badshah**

- Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage)
- Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela).
- Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro)
- Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops).
- specialized Light and sound as per artist requirement for stage area as well as audience area (**8000** audience).
- Installation of LED wall on different place of the stage of dimensions 10*40 feet.
- 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. {One for light, one for sound}

5. **Mohit Chauhan**

- Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage)
- Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela).
- Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro)
- Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops).
- Specialized Light and sound as per artist requirement for stage area as well as audience area (**8000** audience).
- Installation of LED wall on different place of the stage of dimensions 10*40 feet.
- 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. {One for light, one for sound}

TERMS AND CONDITIONS: -

1. Any requirements from the artists' side inside or outside the venue throughout should be attended and dealt by firm itself. No requirements or services, except the venue shall be provided by NIT Rourkela.
2. All the specifications of the requirements marked in **ANNEXURE - I** should be finalized after consulting the artist/concerned authority.
3. NIT ROURKELA shall provide the venue only one day prior to performance.
4. The tender filed should include all the costs as per deliverables mentioned in **ANNEXURE-I**, including all taxes applicable and any other charges added. The vendors are required to send their quotation in the form of entire package for conducting the program.
5. The firm is required to provide its GSTIN number, Company's registration no, Previous work details 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 or reason.
7. The firm is required to send a hard copy of the quotation, with all supporting documents, to the address mentioned below via registered post, speed post or courier, to be received on or before the last date and time of submission.
8. Please refer **ANNEXURE - I** for, standard terms and conditions of the institute for submission of quotation.

Please send your quotation to:

Your sincerely,

**President
Student Activity Centre.
National Institute of Technology,
Rourkela - 769008 Odisha**

CHECKLIST FOR TENDERER

Sl. No	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the EMD of Rs. 1,00,000/- and Tender Cost of Rs. 1000/- to Registrar, NIT Rourkela through speed post/courier.		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document and submitted in the e-Procurement module of CPP Portal https://eprocure.gov.in/eprocure/app		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached self-attested copy of the documents to show the financial status of tenderer?		
7.	Registration with Government bodies like IT, GST, ESIC, EPF Labor License, and Legal Entity – Have you attached a copy of each of the certificate?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. If any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Technical Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / Financial Bid submitted as per the prescribed MS Excel Format in the e-Procurement module of CPP Portal https://eprocure.gov.in/eprocure/app		
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://eprocure.gov.in/eprocure/app		

Signature of Tenderer

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO.: NITR/PW/SAC/2023/299

DATED: 23/02/2023

1. The tenderer shall submit the tender in two parts in the e-Procurement site <https://eprocure.gov.in/eprocure/app> of CPP portal consisting of Part-I (Technical bid) and Part-II- Financial Bid (i.e. BOQ) each in separate cover. **EMD of Rs.1,00,000/- (Rupees One Lac only)** and **Tender Cost (Non-refundable) of Rs.1000/- (Rupees One Thousand)** shall be deposited in the shape of Demand Draft in favor of “**Director, NIT, Rourkela**” payable at Rourkela from any Scheduled Commercial Bank except Co-operative and Garmin bank. The DD for EMD should remain valid for a period of 45days beyond the bid validity period from the date of opening of technical bid. EMD of unsuccessful bidders will be returned to them without any interest at the earliest & latest on or before 30 days after the event. Submit the same in a separate sealed envelope through speed post/courier to **Registrar, NIT Rourkela – 769008 on or before 16/03/2023 by 11:00 AM** in the physical form super scribing with the word “EMD and Tender Cost”, Tender Notice No. & Tenderer Name with Address.
2. Tenders not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.
3. Duly filled in tenders are to be submitted electronically in the e-Procurement module of CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
4. The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise the offer will be considered as invalid and other parts will not be opened.
5. The price discovery against this tender will be through e-Procurement.
6. The tender shall be **valid for 30 days** for acceptance from the date opening of the price bid & withdrawal in between shall entail the forfeiture of Earnest Money.
7. Tenders not received in the prescribed forms as specified in the invitation to will be liable for rejection.
8. The Tenderer(s) shall dully fill in all particulars in the format as at **Annexure- V** 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.
9. The invitation to Tender, Instructions to Tenderers, Special Conditions (SCC) 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.
10. 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 & TENDER COST 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 specified by Ministry of MSME/Gol

11. The Tenderers shall furnish the following documents as part of Technical Bid:

11.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:

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

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

11.2 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.

11.3 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.

11.4 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.

12. 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.

13. 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.

14. Documents to be submitted

- (a) 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.
- (b) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
- (c) Copies of Permanent Account Numbers (PAN Card).
- (d) GST Registration Number and copy of Certificate of Service Tax Registration.

15. BID OPENING PROCEDURES

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

16. CLARIFICATION ON TECHNICAL BID EVALUATION

- 16.1 The technical bids shall be evaluated based on the available documents submitted by the bidder in the **e-Procurement module of CPP Portal <https://eprocure.gov.in/eprocure/app>**. 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 module of CPP Portal <https://eprocure.gov.in/eprocure/app>**
- 16.2 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.

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

17. TECHNICAL BID EVALUATION

The Bidder has to quote mandatory for all the items provided in the BOQ. Technical bids will be evaluated based on submitted documents. And the technical 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 technical evaluation may be intimated through the **e-Procurement Portal of Ministry of HRD, Govt. of India** <https://eprocure.gov.in/eprocure/app/>

18. FINANCIAL BID OPENING PROCEDURE

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

19. 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 may be contacted by 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.

20. 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.
21. 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.
22. 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.
23. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
24. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
25. 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.
26. 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.
27. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.

28. 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).
29. Tender documents are not transferable.
30. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
31. 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.
32. **For any clarification:** Please contact:
Prof. B.B. Sahu, VP Film & Music Society
STUDENT ACTIVITY CENTRE
Email Id: sahub@nitrkl.ac.in
Or
Asst. Registrar (Purchase and Works)
NIT Rourkela, Rourkela-769008
Ph. No.: 0661- 2462051 /Email: purchase@nitrkl.ac.in
33. 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.
33. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.

Date:

Signature of Tenderer

Place:

(LETTER HEAD OF TENDERER)

Ref No: _____

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

**To
The
Registrar**

National Institute of Technology
Rourkela – 769008

Ref: Invitation for Tender No. _____ dated _____

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 30 days from the date of opening of technical 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 per terms and conditions in tender document.
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)**CELEBRITY NIGHT - 2023 AT NATIONAL INSTITUTE OF TECHNOLOGY, ROURKELA****Detailed Particulars of the Tenderer: -**

Sl. No	Particulars	
1.	Name of Agency/ Firm/Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/Residence Ph.no	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Name(s) of Proprietor / Partner / Director	
10.	PAN No.	
11.	E.P.F. Registration No.	
12.	GST Registration No.	
13.	Volume of business in the 3 Years	2019-2020:
		2020-2021:
		2021-2022:
14.	Past experience in similar business (enclose relevant documents/order copies of other organizations)	
15.	Income Tax clearance certificate	

Signature of Tenderer

FORM FOR FINANCIAL CAPACITY

DESCRIPTION

Description	Financial Years		
	2019-20	2020-21	2021-22
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Signature of Tenderer

Tender for Celebrity Night - 2023 on 25TH MARCH, 2023 at National Institute of Technology, Rourkela.

BOQ (Bill of Quantity) /PRICE BID / QUOTED PRICE FORMAT

[Should only be uploaded in the Price-Bid cover. Not to be enclosed with the Techno-commercial Bid.]

Validate		Print		Help		e-BoQ	
Tender Inviting Authority: REGISTRAR, NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA - 769008							
Name of Work: TENDER FOR CELEBRITY NIGHT - 2023							
TENDER NOTIFICATION NO.: NITR/PW/SAC/2023/299 DATE: 23/02/2023							
Name of the Bidder/ Bidding Firm/ Company:							
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Total package amount for organizing the event including all taxes/duties/levies/all other charges etc. excluding GST in INR Rs. P	Total GST Amount in INR Rs. P	TOTAL AMOUNT without GST Rs. P	TOTAL AMOUNT With GST Rs. P	TOTAL AMOUNT In Words	
1	2	6	7	8	9	10	
1	Description:						
1.01	<p>NAME OF THE ARTIST: AMIT TRIVEDI</p> <p>1. Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage) 2. Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela). 3. Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro) 4. Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops). 5. Specialized Light and sound as per artist requirement for stage area as well as audience area (8000 audience). Installation of LED wall on different place of the stage of dimensions 10*40 feet. 6. 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. (One for light, one for sound)</p>			0.00	0.00	INR Zero Only	
1.02	<p>NAME OF THE ARTIST: SONU NIGAM</p> <p>1. Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage) 2. Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela). 3. Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro) 4. Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops). 5. Specialized Light and sound as per artist requirement for stage area as well as audience area (8000 audience). Installation of LED wall on different place of the stage of dimensions 10*40 feet. 6. 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. (One for light, one for sound)</p>			0.00	0.00	INR Zero Only	
1.03	<p>NAME OF THE ARTIST: SHANKAR MAHADEVAN</p> <p>1. Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage) 2. Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela). 3. Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro) 4. Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops). 5. Specialized Light and sound as per artist requirement for stage area as well as audience area (8000 audience). Installation of LED wall on different place of the stage of dimensions 10*40 feet. 6. 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. (One for light, one for sound)</p>			0.00	0.00	INR Zero Only	
1.04	<p>NAME OF THE ARTIST: BADSHAH</p> <p>1. Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage) 2. Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela). 3. Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro) 4. Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops). 5. Specialized Light and sound as per artist requirement for stage area as well as audience area (8000 audience). Installation of LED wall on different place of the stage of dimensions 10*40 feet. 6. 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. (One for light, one for sound)</p>			0.00	0.00	INR Zero Only	
1.05	<p>NAME OF THE ARTIST: MOHIT CHAUHAN</p> <p>1. Performance fees of the Artist associates, musicians, and any other person necessary for conducting the program (for min. 2.5 hrs on stage) 2. Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Ranchi, Rourkela, Jharsuguda or Bhubaneswar, as per convenience) or railway station (Rourkela). 3. Local travel for the above personnel, (airport/railway station to hotel and hotel to institute-to and fro) 4. Lodging and food (including refreshments, snacks, water) for all the above personnel (in Rourkela or any intermediate stops). 5. Specialized Light and sound as per artist requirement for stage area as well as audience area (8000 audience). Installation of LED wall on different place of the stage of dimensions 10*40 feet. 6. 2 nos. of generators with fuel (125 kw as per requirement), as main source of power supply for the entire event. (One for light, one for sound)</p>			0.00	0.00	INR Zero Only	

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology Rourkela. (in short-NITR)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means “the Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of NIT-Rourkela or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **NIT** means National Institute of Technology, Rourkela represented through authorized officer for this contract or Director as the case may be.
10. **Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, 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 Techno- commercial part, price bid part.

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

B. RESPONSIBILITIES OF NIT OFFICIALS

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

C. ASSIGNMENT AND SUB-CONTRACTING

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

D. CONTRACT DOCUMENTS

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

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

- a) **Sufficiency of tender:** The contractor shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his

obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.

b) Bankruptcy and breach: A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Rourkela or it is found that the contractor

I. has abandoned the contract or

II. Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or,

III. is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,

IV. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or,

V. Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

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

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, if any bribe gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

d) Cartel: If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).

e) Final Certificate: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.

f) **Notice:**

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

g) **Safety:**

- i. The contractor will be responsible to ensure safety of the people working under them.
 - ii. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ subcontractor / petty contractors.
 - iii. If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
- h) For violation of safety norms, penalty may be imposed on the contractor. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

i) **Policing of the work:** Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.

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

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

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

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

l) Order 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 its duly, authorized representative.

o) **JURISDICTION & RIGHT TO AMEND RULES:**

- i. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time.
- ii. The Institute rules shall be binding for execution of the contract. Further, in case if any dispute arising out of or in connection with the aforesaid contract or thereafter, the Director NIT Rourkela is the sole arbitrator to decide the same & his decision is final and binding on both the parties as per the provisions of Arbitration and Conciliation act 1996. If difference persist even after arbitration & there are compelling reasons to go to the court, it will be decided in the Court of Rourkela only.

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

Celebrity Night scheduled to be held on (25th March 2023) at National Institute of Technology, Rourkela. The associated responsibilities and deliverables are listed, as follows.

SL. NO	DELIVERABLES REQUIRED	SPECIFICATIONS
1	The firm /Agency should provide all the infrastructure for conducting events as per the schedule given in Annexure-I	As per requirement
2	Institute will provide only space for the three days prior to the event.	As per requirement
4	Institute will no way liable to give Lodging facility and serve food to the Agency/Firm.	As per requirement
5.	The firm/Agency after award of contract shall mobilize its resources for execution of the work before two days.	As per requirement

1. The firm/Agency should quote for each item. If any firm/Agency do not quote for all the items as per the schedule, then their quotations will be rejected.
2. All the specifications of the requirements marked as "as per list's requirement or convenience" should be finalized after consulting the concerned authority.
3. The tender document should include all the costs as per deliverables mentioned above and any other charges added, including all taxes applicable.
4. The firm is required to provide its GSTIN number, Company's registration
 - i. certificate, previous work order copies, income tax certificates and all relevant
 - ii. supporting documents.
5. The institute has the sole right to cancel the event/quotation at any time with / without any prior notice.
6. The firm is required to upload quotation in the e-wizard platform, with all supporting documents (mentioned above in points 2 and 4) in a sealed envelope, to the address mentioned below via registered post/ speed post/courier, to be received on or before the last date and time for submission of quotation.

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 or 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 efficiently 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 be converted as Security Deposit and will be 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. INDEMNITY-

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

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