



NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA – 769 008, ODISHA

Tender Notice No.: NITR/PW/SAC/2023/309

Date: 30/11/2023

MULTI-ETHNIC EVENT - 2024 at National Institute of Technology, Rourkela

Sealed Tenders are invited through e-Procurement Portal of Ministry of Education, 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. MULTI-ETHNIC EVENT - 2024

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2.1 Important Dates

- Last date of submission of tender **21/12/2023** by **11:00 AM** through eProcurement module of CPP Portal <https://eprocure.gov.in/eprocure/app>.
- Opening of Technical Bid** of the tender on **22/12/2023 at 11:00 AM**
- Tender Cost and EMD** should reach physically to **Registrar, NIT Rourkela – 769008, Odisha** through Speed Post / Registered Post / Courier on or before **22/12/2023 by 11:00 AM**.

- 2.2** Tender document is available in eProcurement Portal of Ministry of Education, Govt. of India <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. MULTI-ETHNIC EVENT - 2024** at National Institute of Technology, Rourkela, Odisha.
- II.** The period of the contract will be 3 days i.e from 12th January to 14th January'2024.
- 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 average annual financial turnover of Rs.20.00 Lakhs** in related services during last three years ending 31st march 2023. Relevant proof for supporting the above i.e ITR, Balance Sheet, Profit & Loss Statement duly signed by chartered Accountant. Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and capable to sustain itself financially till bills are processed & release of payment.
- III. Experience:** At least three years' experience in the similar work during last five year ending on 31st March 2023.
- 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 module of CPP portal shall be subject to information and technology Act.

**Sd/-
REGISTRAR**

**Detail Stage and Ambience Order and Requirements List for
MULTI ETHNIC EVENT - 2024**

1. **Main Stage Design:** The stage design will be the heart of Cosmopolitan 2024, drawing inspiration from traditional folk art forms, ancient temples, and the rich heritage of India. The main stage, measuring 40' x 60' x 18', will be the central focus of the festival, where all the performances will take place. Its design must be exceptional, reflecting the diverse cultures and traditions that the fest celebrates.
2. **Large Sculpture in Front of Main Building:** We require a striking sculpture that will serve as the centrepiece of our event. This sculpture should be culturally significant and beautifully represent Indian folk and traditional art. You are encouraged to use materials like thermocol, plywood, or other suitable mediums to ensure the sculpture resonates with the overall design and heritage.
3. **Selfie and Photography Spaces:** We need at least seven unique selfie and photography areas within the event premises near NCC ground, SAC and Academic Area. These spaces should feature backdrops, decorative items and colourful lighting representing various art forms matching the theme of the fest such as Madhubani paintings, Warli art, Kalamkari, and Kerala mural art. These spaces should also be adorned with decorative props like colourful umbrellas and ethnic jewellery to enhance the photography experience.
4. **Small Sculptures:** The event will come alive with approximately 25 small sculptures, each standing at approximately 5-6 feet in height. These sculptures will be inspired by ethnic, temple, and cultural designs. Including a Rectangular mirror with ethnic designs around the border. Placards describing the cultural significance of these sculptures will be necessary to educate and engage our attendees about the fest.
5. **Street Decorations:** The roads and gardens in the academic area, from the Ceramic Gate to SAC, and from NCC Ground to SAC and Library, should be festooned with a variety of elements. We seek the inclusion of colourful light strips, hanging flags, paper strips, and other decorations to create a festive atmosphere. It is required that these decorations be installed prior to the event and should be very well lit and welcoming in the nighttime. Rangoli designs are also required at the entrance points to welcome our guests.
6. **Tree, Garden and Building Decorations:** Enhance the overall ambience with unique decorations for the trees, gardens, and buildings in various areas of the event including large trees in the academic and hostel area, lawns of BBA NCC ground, SAC. These decorations should include Rice lights for small bushes and lawns and buildings; hanging light chanduas, paper lanterns, stars, electric diyas, big colourful focusing lights and other ethnic and traditional items big trees. The hostel area, academic area, NCC Ground, SAC, and the Main Building all require special attention to their decoration. For instance, the hostel areas and Academic area trees should be decorated with colourful hanging lanterns and paper stars.\
7. **I ♥ NITR Structure:** 5 Similar structures made of plywood or other suitable materials and coloured matching the fest theme structures across the campus including 'I ♥ NITR', 'Cosmo'24', 'Multi Ethnic Fest', 'Cosmopolitan'.
8. **Large Entrance Gate:** We request a grand entrance gate with striking lighting and elaborate ethnic designs in front of Main Building. This gate will serve as the prominent entrance to the event, symbolizing a warm welcome to all attendees. Please ensure it is ready and in place well in advance.
9. **Small Entrance Gates:** Design and install five smaller entrance gates at strategic points, including entrances to the SAC, NCC Ground, Library road, BBA Back side road and Ceramic Gate. These gates should feature enchanting lighting and carry cultural and ethnic motifs, contributing to the multi-cultural experience.
10. **Additional Ambience Items:** We welcome any additional elements and ambience items that you believe will elevate the overall Cosmopolitan 2024 experience. Your creative input is invaluable in making this event a culturally rich and visually spectacular success.

LIGHTING EQUIPMENT – FOR MULTI-ETHNIC- 2024

Sl. No.	Light Items	Quantity	Remarks
01	PAR 64 (LAMP) 60, 61, 62	40	
02	LED RGBW 10WT	60	
03	PUX SPARKY	15	
04	NIUTREEN 1200 FOLLOW	1	
05	FALCO (JINI) BIG LIGHTING	10	FOR BACK DROP
06	COOL FIRE		AS PER PROGRAMME
07	Large Circular Spotlight For stage performances	1	
08	FIRE FREM (COLOURFUL)	5	
09	JUMBO STROB	5	
10	300W SMOKE Machine	2	
11	P.R. CITY COLOUR	4	
12	LAZER MULTICOLOUR 5M	10	
13	IRON TRUSS FOR STAGE	(20"x30")	BOTH FRONT AND BACK
14	METAL HALOGEN	40	
15	GREEN HALOGEN	40	
16	HALOGEN	50	
17	STALL LIGHT	15	For Bldgs
18	RICE LIGHT	5000+ PIECES	Main bldg, Golden jubilee, SAC and the Main academic Road
19	12.5 KV DG VAN FUEL	1	For 4 hrs/day for 3 days
20	Campa focusing light for ambience Design	150	Main Bulding gate & NCC ground Entry
21	Ambience decoration Pipili (Umbrella & Chandua)	500 nos.	NCC Ground, Main Bldg to SAC and Library
22	Lighting Hardware	1	
23	Lighting Technicians	3	
24	Paper Lanterns	500	
25	Cabling	As required	
26	<i>Additional Ambience and décor lighting requirements as required for the Stage, Ambience and Tent house and arrangements</i>	As required	For Stage, Ambience, Decoration and Tent House requirements
27	<i>Other Stage decorations items and light requirements and utilities</i>	As required	

Detailed Lighting Equipment – For MULTI_ETHNIC- 2024**Stage Lighting:**

Item	Description	Quantity
PAR 64 Lights	Primary stage wash fixtures	40 units
LED RGBW 10WT Lights	Programmable stage wash lights	60 units
Niutreen 1200 Follow Spotlights	To highlight performers	1 unit
Large Circular Spotlights	Specials for stage performances	1 unit
Falco (Jini) Big Lighting	Intelligent lights for dynamic effects	10 units
Jumbo Strobes	High-impact strobe lighting	5 units
300W Smoke Machines	Atmospheric fog effects	2 units

Other Stage decorations items and light requirements and Utilities		As required
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Ambience & Decor Lighting:

Item	Description	Quantity
Rice Lights	Outlining buildings	5000+ units
Campa Focusing Lights	Uplighting trees/buildings	150 units
Paper Lanterns	Hanging decorations	500 units
Lazer Multicolour 5M	Laser projection effects	10 units
Fire Frem Colourful Lights	Decorative flame torches	5 units
P.R. City Colour Lights	Facade/tree lighting	4 units
<i>Additional Ambience and décor lighting requirements as per the Stage, Ambience and Tent house and arrangements</i>	For Stage, Ambience, Decoration and Tent House requirements	As required

Other:

Item	Description
Iron Truss 20"x30"	Rigging for hanging lights
Cabling	Power and data distribution
12.5KV Generator Van	Backup power (1 unit)
Lighting Technicians	For setup and operation (6 technicians)
Lighting Hardware	Clamps, safety cables, bases, etc.

SOUND EQUIPMENT REQUIREMENTS

Sl. No.	Item	Quantity
01	LINE ARRAY SOUND SYSTEM	2
02	JBLTOP STX 825	4
03	JBLTOP SRX 725	4
04	LOW JBL SRX 728	4
05	MONITOR SRX 712	10
06	FILLS JBL MRX 525	2
07	GUITAR AMPS	5
08	MIXTURE SET UP	1 Set
09	YAMAHA PROCESSOR STX 2000	1
10	ECHO & EQUALIZER (ECO & ECOLIZER)	1 Set
11	SERVERTER	1 Set
12	SHURE OR SENNHEISER CORDLESS MICROPHONES	10
13	CODED MIC, STAND SHURE 58 & SHURE 57	20
14	COLLAR MIC	15
15	DMX Digital Mixture Board (42 channel)	1
16	Multi-track live recording system	2
17	Direct Boxes	1
18	Haze machines	2
19	Extension Boards for equipment and instruments	10
20	Lighting console	1
21	Experienced Sound Engineer and Light Designer for the setup and operation for 3 days	2

Descriptions and Detailed Requirements for Sound Equipment MULTI-ETHNIC- 2024

Main Sound Equipment:

Item	Description
LINE ARRAY SOUND SYSTEM	Capable of covering 1500+ people
JBL TOP STX 825	Main left and right speaker arrays
JBL TOP SRX 725	Side left and right speaker fills
LOW JBL SRX 728	Subwoofers for low-end extension
MONITOR SRX 712	Stage monitors for performers
FILLS JBL MRX 525	Front fill speakers for the audience near the stage

Instruments:

Item	Description
GUITAR AMPS	Amplifiers for guitars
YAMAHA PROCESSOR STX 2000	Digital signal processor
ECHO & EQUALIZER	For sound adjustment and effects

Mixing & Recording:

Item	Description
DMX Digital Mixture Board	42-channel mixing board
Multi-track live recording system	Recording system for live performances

Microphones:

Item	Description
SHURE/SENNHEISER CORDLESS MICROPHONES	Cordless microphones
CODED MIC, STAND - SHURE 58 & SHURE 57	Microphones with stands
COLLAR MIC	Lavalier microphones
Direct Boxes	To connect instruments

Other Items:

Item	Description
SERVERTEX	Power conditioners and distribution
Haze machines	Machines to create haze
Extension Boards for equipment and instruments	
Lighting console	Control console for lighting
Experienced Sound and light Engineer for 3 days of fest	2 persons

REQUIREMENT OF TENT HOUSE ARRANGEMENT**Chair and Table Items**

Sl. No.	Item	Quantity
01	Plastic chairs	1200 nos.
02	Sofa	15
03	Table	30
04	Centre table	10
05	Big dustbin	30

Bamboo Structure and Green Room Items

	Item	Quantity
06	Bamboo structure for sound box	2
07	Green room with masking around parking lot	2
08	Black masking of audience & Judges area	3 days
09	Black masking of the stage	3 days

Stall Items

	Item	Quantity
10	Stall [20' * 10'] at NCC ground for Food and games	16
11	Ground barricading in sitting place with black masking of bamboo	3 days

Tent Items

	Item	Quantity
12	Tent bamboo with back masking around NCC ground	For 3 Days

Technical Query Please contact:

Prof. B.B.Sahu

V.P, Film & Music society

E-mail : sahub@nitrkl.ac.in

Mobile No. 9777458089

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. 22,000/- and Tender Cost of Rs. 500/- through online mode of e-Procurement Portal of Ministry of Education, Govt. of India https://eprocure.gov.in/eprocure/app		
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 Education, Govt. of India 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 Portal of Ministry of Education, Govt. of India 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 Education, Govt. of India https://eprocure.gov.in/eprocure/app		

Signature of Tenderer

INSTRUCTIONS TO TENDERER**TENDER NOTICE NO.: NITR/PW/SAC/2023/309****DATE: 30/11/2023**

1. The tenderer shall submit the tender in two parts in the e-Procurement module of CPP portal i.e. <https://eprocure.gov.in/eprocure/app> consisting of Part-I (Technical bid) and Part-II- Financial Bid (i.e. BOQ) each in separate cover. The EMD (Refundable) of Rs. 22,000/- (Rupees Twenty-Two Thousand only) and Tender Cost (Non-refundable) of Rs. 500/- (Rupees Five Hundred) 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 EMD should remain valid for a period of 45 days beyond the bid validity period from the date of opening of technical bid. Tender Cost and EMD should reach physically through Speed Post / Registered Post / Courier to "Registrar, NIT Rourkela – 769008, Odisha super-scribing with the word "EMD and Tender Cost", Tender Notice No. & Tenderer Name with Address.
2. EMD of unsuccessful bidders will be returned without any interest at the earliest & latest on or before 30 days after award of contract to the L1 bidder. 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 Portal of Ministry of Education, Govt. of India <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- IV** 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 (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.
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/GOI

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

- 1.1 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:
- 1.2 In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
- 1.3 In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
- 1.4 In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid up capital.
- 1.5 In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.
- 1.6 If required, the original documents will have to be produced for verification.
- 1.7 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.
- 1.8 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.
- 1.9 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.

1.10 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.

1.11 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.

1.12 Documents to be submitted

- (a) Copy of Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years. Financial Year 2020-21 2021-2022, 2022-2023(Duly signed by CA and attested by Notary).
- (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.
- (e) Copy of work order/service order with completion certificate issued by the Organisation.

2 **BID OPENING PROCEDURES**

- 2.1 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.
- 2.2 The financial bids of those bidders whose Technical Bids are accepted, shall be opened by the Committee on the specified date and time.

3 **CLARIFICATION ON TECHNICAL BID EVALUATION**

- 3.1 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>.
- 3.2 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.
- 3.3 Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

4 **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 Module of CPP Portal <https://eprocure.gov.in/eprocure/app>.

5 **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 after Technical Bid evaluation.

6. **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.

7. 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.
8. 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.
9. 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.
10. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
11. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
12. 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.
13. 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.
14. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
15. 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).
16. Tender documents are not transferable.
17. 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.
18. 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.

19. **For any clarification:** Please contact:
Prof. B.B. Sahu, VP Film & Music Society
STUDENT ACTIVITY CENTRE
Email: sahub@nitrkl.ac.in

Or

Dy. Registrar (Purchase and Works)
NIT Rourkela, Rourkela-769008
Ph. No.: 0661- 2462051 /Email: purchase@nitrkl.ac.in

20. 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 _____

I/We, the undersigned, declare that:

1. I/We have examined the tender document and its terms and conditions and we have understood the details.
2. I/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. I/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. I/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

ANNEXURE – VII**(ON LETTERHEAD OF THE FIRM)****MULTI-ETHNIC - 2024 at National Institute of Technology, Rourkela****Detail 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	<u>2020-2021</u>
		<u>2021-2022</u>
		<u>2022-2023</u>
14.	Past experience in similar business (enclose relevant documents/order copies of other organizations)	
15.	Income Tax clearance certificate	

Signature of Tenderer

FINANCIAL CAPACITY OF TENDERER

DESCRIPTION

Description	Financial Years		
	2020-2021	2021-2022	2022-2023
Annual Turnover			
Net Worth			
Current Asset			
Current Liabilities			
Total Revenue			
Profit before Tax			
Profit after tax			

Signature of Tenderer

Tender for MULTI-ETHNIC-2024 ON FROM 12TH JANUARY TO 14TH JANUARY'2024 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.]

Vendor **PNR** **1000** **Item Wise BOQ**
 Tender Inviting Authority: Registrar, National Institute of Technology Rourkela - 769008
 Name of Work: Tender for Multi Ethnic Event - 2024 at NIT Rourkela.
 Tender Notice No.: NIT R/P/W/SAC/2023/XXX Date: xx/xx/2023

(DOMESTIC TENDERS - BIDDERS SHALL FILL UP ONLY IN RUPEES (INR) ONLY)													
(THIS BOQ template must not be modified/deleted by the bidder and the name should be updated 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)													
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE IN Figures To be entered by the Bidder		Total GST Amount		Total Freight Charges (Manufacturing & Handling)		TOTAL AMOUNT		
					In Rs.	In P	In Rs.	In P	Total Any Other Taxes	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT in Words	
									In Rs.	In P	In Rs.	In P	
1 Description: Details Stage And Ambience order and Requirements lists :-													
1.01 Main Stage Design: The stage design will be the heart of the event. It should be a blend of traditional folk art forms, ancient motifs, and the rich heritage of India. The main stage design must be 10' x 10' ft. with the central focus of the festival, where all the performances will take place. The design must be exceptional, reflecting the diverse culture and traditions from various states.													
1.01	Main Stage Design		1.00	None							0.00	0.00	INR Zero Only
1.02 Large Sculpture in Front of Main Building: We require a striking large sculpture in front of the main building. The sculpture should be culturally significant and beautifully represent Indian folk and traditional art. You are encouraged to use materials like brass, copper, wood, or other suitable materials to ensure the sculpture resonates with the overall design and heritage.													
1.02	Large Sculpture in Front of Main Building		1.00	None							0.00	0.00	INR Zero Only
1.03 Seating and Photography Spaces: We need at least seven unique seating and photography areas within the event grounds (near NCC ground, SAC and Academic Area). These spaces should feature traditional decorative items and cultural lighting representing various art forms matching the theme of the event such as Mahabharat paintings, War art, Kathakali, and classical music art. These spaces should be designed to enhance the photography opportunities.													
1.03	Seating and Photography Spaces		1.00	None							0.00	0.00	INR Zero Only
1.04 Small Sculptures: The event will come alive with approximately 25 small sculptures, each standing at approximately 5 to 6 feet in height. These sculptures should be designed to represent various art forms, including folk art, classical music art, and other traditional Indian art forms. These sculptures should be placed around the main stage area and should be designed to enhance the overall aesthetic of the event.													
1.04	Small Sculptures		1.00	None							0.00	0.00	INR Zero Only
1.05 Street Decorations: The roads and grounds in the academic area, from the Campus Gate to SAC, and from NCC Ground to SAC and Library, should be decorated with a variety of elements. We seek the inclusion of colorful light strings, hanging banners, paper stripes, and other decorations to create a festive atmosphere. It is required that these decorations be attached prior to the event and should be easy to set up and take down as required. Banners should be placed at the entrance points to welcome our guests.													
1.05	Street Decorations		1.00	None							0.00	0.00	INR Zero Only
1.06 Trees, Gardens and Buildings: The event grounds should be decorated with unique decorations for the trees, gardens, and buildings in various areas of the event including large trees in the academic and hotel areas, from NCC ground, SAC. These decorations should include Paper Banners for small trees and lights and buildings hanging light strings, paper lanterns, and other traditional Indian art forms. The hotel area, including NCC Ground, SAC, and the Main Building, should be decorated with traditional Indian art forms and cultural motifs. The hotel area and Academic area trees should be decorated with colorful hanging lanterns and light strings.													
1.06	Trees, Gardens and Buildings		1.00	None							0.00	0.00	INR Zero Only
1.07 IOP NITH Structure: 5 similar structures made of plywood or other suitable materials and cultural motifs. The first three structures are for the event including "IOP NITH", "Carnegie 24", "Maha Kishor Fani", "Carnegie Hall".													
1.07	IOP NITH Structure		1.00	None							0.00	0.00	INR Zero Only
1.08 Large Entrance Gate: We require a grand entrance gate with traditional Indian and elaborate ethnic designs. The gate will serve as the main entrance to the event, symbolizing a warm welcome to all attendees. The gate should be made of wood and fabric with intricate designs.													
1.08	Large Entrance Gate		1.00	None							0.00	0.00	INR Zero Only
1.09 Small Entrance Gates: Design and install five smaller entrance gates in various points, including entrance to the SAC, NCC Ground, Library road, BHA, Main gate road, Academic Area, NCC Ground, SAC, and the Main Building. The gates should be made of wood and fabric with intricate designs.													
1.09	Small Entrance Gates		1.00	None							0.00	0.00	INR Zero Only
1.1 Additional Ambience Items: We welcome any additional to the above and ambience items that you believe will enhance the overall atmosphere of the event. Your creative input is invaluable in making this event a culturally rich and memorable experience.													
1.1	Additional Ambience Items		1.00	None							0.00	0.00	INR Zero Only
2 Item Description for Lighting Equipment:													
2.01	PAR 64 CLAMP 60x141x102		40.00	None							0.00	0.00	INR Zero Only
2.02	LED RGBW 10W T Light		60.00	None							0.00	0.00	INR Zero Only
2.03	PIN SPARKLY		15.00	None							0.00	0.00	INR Zero Only
2.04	Miniature 1200 Follow		1.00	None							0.00	0.00	INR Zero Only
2.05	Miniature 100 Light		1.00	None							0.00	0.00	INR Zero Only
2.06	Cool Fan		1.00	None							0.00	0.00	INR Zero Only
2.07	Large Classic Spotlights		1.00	None							0.00	0.00	INR Zero Only
2.08	Audio Strobes		5.00	None							0.00	0.00	INR Zero Only
2.09	SHOW Strobes Machines		2.00	None							0.00	0.00	INR Zero Only
2.1	P.R. City Colour Lights		4.00	None							0.00	0.00	INR Zero Only
2.11	Linear Miniature 5M		10.00	None							0.00	0.00	INR Zero Only
2.12	Miniature 200 Light		1.00	None							0.00	0.00	INR Zero Only
2.13	Miniature HALOGEN		40.00	None							0.00	0.00	INR Zero Only
2.14	Gross HALOGEN		40.00	None							0.00	0.00	INR Zero Only
2.16	HALOGEN		60.00	None							0.00	0.00	INR Zero Only
2.16	STAGE LIGHT		15.00	None							0.00	0.00	INR Zero Only
2.17	Race Lights		5000.00	None							0.00	0.00	INR Zero Only
2.18	12.5KV DC VAN FIER		1.00	None							0.00	0.00	INR Zero Only
2.19	Carnegie Festivity Light		100.00	None							0.00	0.00	INR Zero Only
2.2	Ambience decorations light (Chandeliers & Chandeliers)		5000.00	None							0.00	0.00	INR Zero Only
2.21	Lighting Hardware		1.00	None							0.00	0.00	INR Zero Only
2.22	Lighting Technician		3.00	None							0.00	0.00	INR Zero Only
2.23	Paper Lanterns		5000.00	None							0.00	0.00	INR Zero Only
2.24	Cabling		1.00	None							0.00	0.00	INR Zero Only
2.25	Additional Ambience and Decor Lighting Equipments as per the Stage, Ambience and Tent House and arrangement		1.00	None							0.00	0.00	INR Zero Only
2.26	Other Stage decorations items and light equipment and Utilities - (as per the event)		0.00	None							0.00	0.00	INR Zero Only
3 Sound Equipment Requirements :-													
3.01	LINE ARRAY SOUND SYSTEM		2.00	None							0.00	0.00	INR Zero Only
3.02	JBL TOP STN 825		4.00	None							0.00	0.00	INR Zero Only
3.03	JBL TOP STN 725		4.00	None							0.00	0.00	INR Zero Only
3.04	LOW JBL SHN 728		4.00	None							0.00	0.00	INR Zero Only
3.05	MINIATURE STN 714		10.00	None							0.00	0.00	INR Zero Only
3.06	FILLER JBL SHN 525		2.00	None							0.00	0.00	INR Zero Only
3.07	GUITAR AMPS		2.00	None							0.00	0.00	INR Zero Only
3.08	Monitor Set up		1.00	Set							0.00	0.00	INR Zero Only
3.09	YAMAHA PROCESSOR STN 2000		1.00	None							0.00	0.00	INR Zero Only
3.1	ECHO & EQUALIZER		1.00	Set							0.00	0.00	INR Zero Only
3.11	SERVICES		1.00	Set							0.00	0.00	INR Zero Only
3.12	SHURE SM58 DYNEMIC MICROPHONE		10.00	None							0.00	0.00	INR Zero Only
3.13	CORDED MIC, STAND - SHURE 56 & SHURE 57		20.00	None							0.00	0.00	INR Zero Only
3.14	COLLAR MIC		15.00	None							0.00	0.00	INR Zero Only
3.16	DMX Digital Monitor Board		1.00	None							0.00	0.00	INR Zero Only
3.16	Mini track live recording system		2.00	None							0.00	0.00	INR Zero Only
3.17	Direct Boxes		1.00	None							0.00	0.00	INR Zero Only
3.18	Live mics/boxes		2.00	None							0.00	0.00	INR Zero Only
3.19	Sound System for equipment and accessories		10.00	None							0.00	0.00	INR Zero Only
3.2	Lighting control		1.00	None							0.00	0.00	INR Zero Only
3.21	Experienced Sound and light Engineer for 3 days of fest		2.00	Days							0.00	0.00	INR Zero Only
4 Tent House Arrangement													
4.01	Plastic chairs		1200.00	None							0.00	0.00	INR Zero Only
4.02	Stools		15.00	None							0.00	0.00	INR Zero Only
4.03	Table		30.00	None							0.00	0.00	INR Zero Only
4.04	Covered table		10.00	None							0.00	0.00	INR Zero Only
4.05	Box structure		30.00	None							0.00	0.00	INR Zero Only
4.06	Box structure for sound box		2.00	None							0.00	0.00	INR Zero Only
4.07	Covered tents with marking around parking lot		2.00	None							0.00	0.00	INR Zero Only
4.08	Black marking of audience & Judges area		3.00	Days							0.00	0.00	INR Zero Only
4.09	Black marking of the stage		3.00	Days							0.00	0.00	INR Zero Only
4.1	Staff (20' x 10') at NCC ground for Food and catering		16.00	None							0.00	0.00	INR Zero Only
4.11	Covered tent-cum sitting place with black marking of tent/house		3.00	Days							0.00	0.00	INR Zero Only
4.12	Tent structure with black marking around NCC ground		3.00	Days							0.00	0.00	INR Zero Only
Total in Figures										0.00	0.00	INR Zero Only	
Total in Words													

Signature of Tenderer

GENERAL CONDITIONS OF CONTRACT (GCC)**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 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) **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 (specified under clause D of Annexure-8) , if any bribe gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
- d) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).
- e) **Final Certificate:** The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.
- f) **Notice:**
 - i. **Service of notice on contractor:** Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand or its Registered office or at the Contractor's site office.
 - ii. **Service of notice on NIT:** Any Notice to be given to NIT under the terms of contract shall be served by sending the same by Registered Post / courier at the office of registrar NIT Rourkela-769008.
 - iii. **Change of address:** Any change of address of the contractor shall immediately be notified to the Engineer/ Rep. of NIT.

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

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

SPECIAL CONDITIONS OF CONTRACT (SCC)**A. SCOPE OF WORK:**

MULTI-ETHNIC-2024 scheduled to be held from (12th to 14th January,2024) 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, II & III	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 items. 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 certificate, previous work order copies, income tax certificates and all relevant 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-Procurement module of CPP portal, with all supporting documents 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:** Successful bidder shall have to deposit an amount equal to **3% of total contract value** within 15 days from the date of issue of work order in shape of demand draft or BG in favour of Director NIT, Rourkela, payable at Rourkela. Security Deposit will remain valid for a period of 60 days beyond the date of completion of all contractual obligations. EMD of successful bidder will be returned to after receipt of security deposit in case of AOC
- G. INDEMNITY-** The contractor shall indemnify NITR against any claim, order, and demand, made by competent authority & in case NIT was asked to comply such order / direction, NIT shall be entitled to recover/ adjust the said amount from the dues of the contractors.

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