



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

Tender Reference No.: NITR/PW/CONV/2024/337 Date: 30/10/2024

Procurement of XXII Convocation Dress for NIT Rourkela.

**NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA
ODISHA – 769008**

Department / Centre: XXII Convocation Committee – NIT Rourkela

Advertised Tender Enquiry

(E-procurement mode only)

The National Institute of Technology Rourkela (NITR) invites online bids from eligible, capable and qualified Bidder for the procurement of XXII Convocation Dress through e-procurement module of CPP Portal only. Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>.

CRITICAL DATES FOR TENDER

1.	Title of the Tender	Procurement of XXII Convocation Dress for NIT Rourkela, Odisha - 769008
2.	Date of publication of tender	30/10/2024 (18:55 Hrs.)
3.	Bid Documents download start date	30/10/2024 (18:55 Hrs.)
4.	Pre-bid meeting date and location	NA
5.	Bid Documents download end date	20/11/2024 (11:00 Hrs.)
6.	Last date of submission of tender	20/11/2024 (11:00 Hrs.)
7.	Technical Bid Opening Date	21/11/2024 (11:00 Hrs.)
8.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
9.	Tender Fee	A non-refundable fee of INR 500/- (Rupees five hundred only) in the shape of a Demand Draft in favor of “ Director NIT Rourkela ” payable at Rourkela.
10.	Earnest Money Deposit / Bid Security	A refundable fee of INR 50,000/- (Rupees fifty thousand only) in the shape of a Demand Draft in favor of “ Director NIT Rourkela ” payable at Rourkela.
11.	Contract Validity / Delivery Period	Within 30 days after issuing of Purchase Order
12.	Bid Validity	120 days from the date of opening of technical bids.
13.	Address for Communication	Prof. Sabyasachi Mishra, FP Convener, XXII Convocation Dress Committee NIT Rourkela, Odisha – 769008 Ph. No.: 0661-2462901/2905 Email: mishrasa@nitrrkl.ac.in

SECTION – I: INSTRUCTION TO BIDDERS

1. Bid Preparation

- 1.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as a part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 1.2 Bidder, in advance, should be prepared with the bid documents to be submitted as indicated in the tender document/schedule and generally, that can be in PDF / XLS / RAR / DWF / JPG formats. Bid documents may be scanned with 100 dpi with a black and white option which helps to reduce the size of the scanned document.
- 1.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.
- 1.4 Bidder should take into account any corrigendum published on the CPP Portal concerned with this tender document before submitting their bids.
- 1.5 ***NOTE: My documents space is only a repository given to the bidders to ease the uploading process. If a bidder has uploaded his documents in the My Documents space, this does not automatically ensure these Documents are part of the Technical Bid.***

2. Submission of Bid

- 2.1 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.
- 2.2 Bidders should log into the site well in advance of bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.3 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4 The bidder has to select the payment option as “Offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.5 The bidder should prepare the EMD / Tender fee as per the instructions specified in the tender document. The original should be posted/ couriered to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise, the bid shall be technically disqualified.
- 2.6 Bidders are requested to note that they should submit their financial bid in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it, and complete the unprotected cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid shall be summarily rejected.
- 2.7 The uploaded tender document is readable only after the tender opening by the authorized bid openers.
- 2.8 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant person indicated in the tender.

2.9 Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal helpdesk.

3. Tender Fee and Earnest Money Deposit (EMD)

3.1 Tender Fee (non-refundable) of **Rs. 500/- (Rupees five hundred only)** and EMD / Bid Security (refundable) of **Rs. 50,000/- (Rupees fifty thousand only)** in the form of Demand Draft (DD) in favour of “Director NIT Rourkela” payable at Rourkela from any scheduled commercial bank except Co-operative Bank and Gramin Bank. The DD for EMD and Tender Fee should remain valid for a period of 45 days beyond the bid validity from the date of opening of technical bids.

3.2 **EMD and Tender Fee should reach physically through speed post/register post/courier, in an envelope & super-scripted with the subject, tender reference number addressing to Registrar, NIT Rourkela – 769008, Odisha on or before 21/11/2024 by 11:00 AM.**

3.3 EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest at the earliest and latest on or before 30 days after the award of the contract to the L1 bidder.

3.4 The cover containing the DD for EMD and Tender fee shall be opened first at the time of opening of technical bid. The Part-I offer of those Tenderers, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the tender will be considered invalid and other parts will not be opened.

3.5 Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.

3.6 The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the contract, withdraws at any stage after the opening of the technical bid or the price bid and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be liable to forfeiture.

3.7 The EMD submitted by the successful bidder shall be refunded within thirty days of submission and acceptance of the Performance Security/Performance Bank Guarantee/ Security Deposit in case of award of contract.

4. EMD Exemption

4.1 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) for goods produced and services rendered, are exempted from EMD. Accordingly, MSEs shall be required to submit valid Udyam Registration Certificate for availing benefit under MSE Procurement Policy. The benefit as above to MSMEs shall be available only for Goods produced and services rendered by MSMEs. However, traders are excluded from the purview of MSME Procurement Policy.

4.2 Startup(s) as recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Govt. of India, are exempted from Bid Security. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.

4.3 Eligible MSE and startup bidders who seeks exemption from Bid Security as per above clause, if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to execute the contract, or to submit a performance security before the deadline defined in the request for bids document/contract, they will be suspended for the period of three years or for a period as decided by the competent authority from being eligible to submit bids for future contracts with the NIT Rourkela. Bidders should submit the duly filled and signed declaration as per the attached format in Annexure-V.

4.4 Those firms who have applied for renewal of registration with any of the above bodies but have not obtained the valid certificate as of the closing date of the tender are not eligible for exemption.

5. Eligibility Criteria

5.1 **Status:** The bidder shall necessarily be a legal entity either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 or

subsequent amendments of the act, eligible to provide the best product with best quality. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted. Copy of Registration No. under the Shop & Commercial Establishment Act may be enclosed. Proof of the status of the bidder shall be submitted.

- 5.2 **Financial Capacity:** The Bidders should have a minimum average annual turnover of **Rs. 50,00,000/- (Rupees Fifty Lakh) in the last three financial years i.e 2021-22, 2022-23, 2023-2024**. Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR). All financial documents submitted must be duly certified by a Chartered Accountant.
- 5.3 **Experience:** The bidder should have **successfully supplied similar products at least 3 Nos. of order during last five financial years ending on 31/03/2024** in any Government / Semi-Government / Autonomous Bodies / PSU. Interested bidder(s) may participate along with sufficient proof of experience. A copy of the Purchase Orders along with satisfactory performance certificate against the respective purchase order must be attached.
- 5.4 **The fabric used for Convocation Kurta, Saree and Uttariya should be as per the Geographical Indication (GI) No.: 208 (Sambalpuri Bandha Saree and Fabrics) of Govt. of India.**

6. **Documents to be submitted as a part of Technical Bid**

- 6.1 Copy of Registration of Firm.
- 6.2 Copy of PAN Card.
- 6.3 Copy of GST registration certificate.
- 6.4 Copy of Labour License, issued by Labour Commissioner, if applicable.
- 6.5 Copy of registration certificate of Employee Provident Fund Organization (EPFO), if applicable
- 6.6 Copy of registration certificate of Employee State Insurance Corporation (ESIC), if applicable
- 6.7 Copy of GI No. 208 Certificate (Sambalpuri Bandha Saree and Fabrics).
- 6.8 Copy of audited Balance Sheet, Profit & Loss Statement and Income Tax Return (ITR) for the last three financial years ending on 31st march, 2024.
- 6.9 Copy of requisite Purchase Order along with satisfactory performance certificate issued by the organization.
- 6.10 Duly filled and signed Annexure – III (Tender Acceptance Letter)
- 6.11 Duly filled and signed Annexure – IV (Self Declaration Non-Blacklisting)
- 6.12 Duly filled and signed Annexure – IV (Bid Security Declaration for EMD exempted bidder)

7. **Bid Evaluation Criteria**

7.1 **Techno-commercial Bid Evaluation**

- a. Techno-commercial bids will be opened on the specified date & time by the Tender Evaluation Committee duly constituted by the competent authority of NIT Rourkela. The bids will be evaluated based on the documents submitted by the bidders in the e-Procurement module of CPP Portal and the satisfactory performance certificate from the previous purchase order. The decision of the committee will be final and binding on all bidders and can't be questioned at any stage of evaluation.
- b. The Institute also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
- c. To assist in the examination, evaluation and comparison of the bids, and qualification of bidders, the committee may, at its discretion ask any bidder for a clarification of its bid. The committee's request for clarification and the response shall be in writing through e-procurement mode only. No other mode shall be entertained. Any clarification submitted by a bidder that is not in response to a request shall not be considered.
- d. If any bidder fails to provide the requested clarification/information within the stipulated date and time given by the Institute, the bid shall be technically disqualified.
- e. The request for clarification and the response shall be in writing, without any alterations in the price or substance of the bid submitted.

- f. Financial bids of those bidders whose techno-commercial bids are found technically qualified shall be opened by the Committee on the specified date & time. The same shall be communicated to the prospective bidders through e-mail by NIC.

7.2 Financial Bid Evaluation

- a. The lowest quoted bidder among the technically qualified bidders will be L1. Being L1 will not be the sole criterion for eligibility for the award of a contract. The Feasibility of the lowest quote by the bidder will be examined by the committee with reference to relevant rules in vague, terms & conditions of the tender and the decision of the committee in this regard shall be final & binding on all concerned.
- b. If a tenderer quotes predatory pricing / abnormally low bids, the tender evaluation committee may ask for written clarification from the tenderer for detailed price analysis/ price break-up/price justification of its bid price in relation to scope, schedule allocation of risks and responsibilities, any other requirements of the bid documents during the financial evaluation.
- c. After evaluation, the work shall be awarded to the supplier who quoted the lowest price (L1) after complying with all the Acts/provisions stated/referred to for adherence in the tender. In case two or more agencies are found to have quoted the same price, the Committee shall decide the L-1 Agency based on the following tie breaking criteria:
 - i. The turnover for the financial year 2022-23 shall be considered.
 - ii. If further required for tie breaking the turnover for the financial year 2021-22 shall be considered.
 - iii. If further required for tie breaking the turnover for the financial year 2020-21 shall be considered.
 - iv. Further, if the tie persists then the L1 will be decided by a draw system in the presence of the concerned bidders. The decision in this regard by the committee shall be final and binding on all concerned.
- d. If, after the evaluation of the price analysis/price justification, the bidder fails to demonstrate the basis of the quoted price with substantiating documents/evidence/calculation, the committee at its sole discretion shall reject the bid.
- e. NIT Rourkela reserves the right to split the entire tender to any two or more parties at L1 rates. In case the agency with the lowest rate at any stage after the award of the contract fails to execute/perform successfully / satisfactorily, the contract shall be terminated with forfeiture of the Bid security/performance security and the Bid security exempted bidders will be suspended from the future tenders of NIT Rourkela as decided by the competent authority.
- f. If required, negotiation will be held with L-1 tenderer only. 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, the bid shall be disqualified and the bids shall not be considered during retendering.

8. Make in India (MII)

In case the bidder is a Class-I / Class-II in line with the Public Procurement (Preference to Make in India) Order 2017 No. P45021/2/2017-PP (BE-II) dated 04 Jun 2020 as amended from time to time, there shall be a preference to local suppliers towards preference to make in India. A Self Declaration Certificate regarding "Class-I/Class-II" for the tendered items as per the **Annexure – VI** is to be submitted by the bidder.

As per the OM of Department of Promotion for Industry and Internal Trade No.P-45021/102/2019-BE-II-Part (1) dated: 04.03.2021. The bidders can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

- a. 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom

duties) as a proportion of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this order.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content of 20% but less than 50%, as defined under this order.
- d. 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this order.
Complaint redressal mechanism: In case any complaint received by the procuring agency or the concerned Ministry/Department against the claim of a bidder regarding local content/domestic value addition in an electronic product, the same shall be referred to STQC.
- e. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in an electronic product to STQC. If no information is furnished by the bidder, such laboratories may take further necessary action, to establish the bonafides of the claim.
- f. A complaint fee of Rs. 2 lakh or 1% of the value of the domestically manufactured products being procured (subject to a maximum of Rs.5 lakh), whichever is higher, to be paid by Demand Draft to be deposited with STQC. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

False declarations will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

9. Purchase Preference to Make in India

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works which are divisible in nature, the Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price

falling within the margin of purchase preference (L1+ 20%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

(e) Margin of Purchase Preference: The margin of purchase preference shall be 20%.

10. Purchase Preference to Micro and Small Enterprises (MSEs)

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

- i. In case L1 is not an MSE and MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by matching their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value in case of divisible item (or 100% in case order quantity is not divisible).
- ii. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

SECTION – II: COMMERCIAL TERMS AND CONDITIONS

1. Code of Integrity

All bidders are required to adhere to the Code of Integrity for Public Procurement in accordance with the regulations issued by the Government of India. Any violation of this code may lead to punitive actions, including contract cancellation, banning, blacklisting, or other actions initiated by NIT Rourkela as per extant rules.

2. Prices

The price should be quoted in net per unit and must including all packing and delivery charges upto door delivery at NIT, Rourkela **(DDP/FOR)**.

3. Payments

Unless otherwise stipulated in the Purchase Order, the NITR shall make payment within thirty (30) Days of the later of:

- a. Successful delivery of the goods to NITR as confirmed by the consignee, endorsed by the indenter and approved by the indenters' Head of Department / Section.
- b. Receipt of shipping documents and any other documents specified in the Contract; and Receipt of the original invoice issued by the Contractor.

- c. Tax invoices (in triplicate) shall be in original and shall contain the NITR Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods delivered. The currency of the invoice and payment shall be as specified in the Purchase Order.
- d. Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account through wire transfer.
- e. The NITR shall not pay any charge for late payments.
- f. **No advance payment of any type (Mobilization, secured advances etc.), shall be made by the Institute to the contractor.**

4. **Delivery period**

The goods must be delivered at NIT, Rourkela within **30 days** from the date of placement of Purchase Order under the risk and arrangement of the bidder.

5. **Packing**

- a. The Goods shall be packed and marked in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the carrier(s). In particular, the Goods shall be marked with the NITR Purchase Order number and the net, gross and tare weights, the name of the contents shall be clearly marked on each container.
- b. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of appropriate handling facilities at all points in transit.
- c. All packaging materials shall be non-returnable.

6. **Delivery and Documents**

Delivery of the goods should be made within a maximum of 120 days from the date of the issue of Purchase Order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by email the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- a. 2 Copies of the Supplier invoice showing contract number, goods' description, quantity
- b. Manufacturer's/Supplier's warranty certificate, if applicable;
- c. Two copies of the packing list identifying the contents of each package;
- d. Delivery Challan.

The above documents should be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

7. **Liquidated Damages**

The liquidated damages shall be levied, for delay in supply beyond the contractual delivery date at the rate of 0.5% per week of delay or part thereof on delayed supply of goods and / or services until actual delivery or performance subject to a maximum of 10% of the contract price of the items the delivery of which is delayed, for each month or part of a month.

8. **Bid Validity**

Bids shall remain valid for a period not less than 120 days from the date of opening of technical bid. Bid valid for a shorter period shall be rejected as nonresponsive.

In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day.

In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

9. Modification, Resubmission and Withdrawal of Bids

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions as decided by Institute for such misdemeanour.

10. Cartel Formation / Pool Rates

Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders, based on considerations like performance/ financial capabilities, the distance of destination godowns from the location of the factories, production capacities, any extra features/ benefits offered etc.

If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:

- a. order any quantity on any one or more bidders without assigning any reason thereof.

And/ or

- b. consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions as decided by Institute. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the “The Competition Act 2002”, which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

11. Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to reject any or all Bids; abandon/ cancel the Tender process and issue another tender for the identical or similar Goods.

12. Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

13. Right to Vary Quantities at the Time of Award

At the time of contract award, the Procuring Entity reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid provided that increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity.

14. Letter of Award (Acceptance – LoA)

The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the Bid-Validity period by written or electronic means. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause

below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

15. Performance Security / Security Deposit

5% of tender contract value in favor of Director, NIT Rourkela Payable at Rourkela from any Scheduled Commercial Bank except Co-operative and Gramin bank within 15 days from the date of P.O. in shape of Demand Draft. Performance Security will remain valid for period of 60 days beyond the date of completion of all contractual obligations of the supplier. Earnest Money Deposit (EMD) shall be returned the after submission of PS / SD, in case of award of contract to the successful bidder.

SECTION – III: GENERAL TERMS AND CONDITIONS

1. Definitions

1. **Approved** means approved in writing, including subsequent confirmation of previous verbal approval.
2. **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.
3. **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.
4. **Contract Rate / Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions therefrom as may be made during the tender evaluation or thereafter.
5. **Contractor or Agency or Firm or Company** means “The Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees and legal heirs.
6. **Director** means and includes the Director of NIT Rourkela or his authorized representative.
7. **Duration of Contract / Contract Validity** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through a written communication.
8. **NITR** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.
9. **Authorized officer / Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean and Warden, HOD of NIT authorized or designated for this contract.
10. **Institute** means National Institute of Technology Rourkela. (in short NITR).
11. **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.
12. **Terms and Conditions** means the General terms and Conditions of the Contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and/or agreement.
13. **Tender** means an offer against enquiry/advertisement/Notice Inviting Tender submitted by the tenderer in a single part or multiple parts like Techno-commercial part, price bid part.
14. **Tenderer** means and includes the person or firm or company who has submitted a valid tender and also includes its authorized representatives, heirs, executors, administrators, successors, and assignees as approved by the employer.
15. **Work** means all work given in the Scope of Work in the tender documents and includes any associated work required for the fulfillment of the Scope of Work and as set forth and required by the specifications and such additional instructions issued from time to time during the progress of the work.

2. Contract Documents

1. 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.
2. 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

3. Fall clause

The price charged for the Goods supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the Goods or offers to sell Goods of identical description, to any persons/ organizations including the Procuring Entity or any Department or Undertaking of the Central Government, as the case may be during the currency of the contract.

Contractor shall forthwith notify such reduction or sale or offer of sale to the Institute and the price payable under the contract for the Goods supplied after the date of coming into force or such reduction or sale or offer of sale shall stand correspondingly reduced.

4. Force majeure

On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof.

If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

5. Assignment and Sub-contracting

1. The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the NITR. Any assignment made without such consent shall be void and of no effect.
2. The NITR may require the Contractor to furnish particulars of the proposed subcontract as the NITR deems necessary. The NITR's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

6. Discretion and Confidentiality

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the NITR, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the NITR. The Contractor shall not, at any time, use such information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

7. Acceptance and Rejection of Bids

The Committee or the Institute reserves the rights to cancel / reject any or all bids, or cancel the tender process, or issue another identical tender for similar service without assigning any reason thereof.

8. Arbitration

1. Reference of Disputes to Conciliation / Arbitration: All disputes or differences arising out of the contract shall be settled by Conciliation or Arbitration in accordance with the Arbitration and

Conciliation Act, 1996. Such dispute shall first be referred to Conciliation by a Conciliator appointed by the Director, NIT Rourkela. The Conciliator shall decide the fees / remuneration and the rules of procedure.

2. 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 on mutual consent of both parties.

Upon receipt of notice for arbitration, Director, NITR shall suggest three names to the Contractor to agree on any one of them to act as sole Arbitrator.

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

The Arbitrator(s) shall decide the dispute independently and impartially. 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 impartially.

- a) The arbitral tribunal shall be free to determine its own procedure, fees as per Arbitration and Conciliation Act 1996, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter, in conformity with Arbitration and Conciliation Act, 1996.
- b) Work to continue during Conciliation / Arbitration: Work under the contract shall continue during the arbitration proceedings and recourse to arbitration shall not be a bar for continuance of the contract.

9. Jurisdiction and Right to Amend Rules

1. The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time which shall be final and binding on the firm.
2. The Institute rules shall be binding for the execution of the contract. If differences persist ever after arbitration & there are compelling reasons to go to the court, it will be decided in the Courts having jurisdiction over Rourkela.

DETAILS OF XXII CONVOCATION DRESS

Details of Quantity and Sizes for Sambalpuri Kurta, Pajama, Uttariya and Saree

Sl. No.	Item	Description of stores	S	M	L	XL	XXL	ZZ	Total
1	Kurta made of Sambapuri* Fabric	Blue Shade	54	257	231	156	71	88	857
		Green Shade	45	176	189	113	47	34	604
		Maroon Shade	8	21	12	20	10	0	71
		Golden Yellow Shade	#1	#2	#3	#4	#5	#6	108
2	Pajama	White Shade	107+#1	454+#2	432+#3	289+#4	128+#5	122+#6	1640
3	Sambalpuri* Bandha Saree	Blue Shade	As per standard length						208
		Green Shade	As per standard length						186
		Maroon Shade	As per standard length						49
		Golden yellow Shade	As per standard length						16
4	Sambalpuri* Uttariya	White/Grey Shade	As per standard length						124

NOTE:

* As per Geographical Indication No. 208

Tentative Quantity of various Size of Kurta from Sl. No. – 1 to 4. Actual quantity will vary by +/- 25%, which will be communicated before 10 days of delivery date.

#: Various Sizes for the **Golden Yellow Shade of Sl. No. – 1** will be communicated later or at the time of issue of Purchase Order.**ZZ:** Actual Dress Size for quantities mentioned in column ZZ for Blue Shade and Green Shade will be communicated later or at the time of issue of Purchase Order.**SPECIFICATION OF VARIOUS SIZES****KURTA (TOP) SIZE CHART**

Label Size	Chest (in inches)	Waist (in inches)	Sleeve length (in inches)	Shoulder width (in inches)	Length (in inches)
Small	36	37	25	18	41
Medium	38	39	25.5	18.5	41
Large	40	41	26	19	42
X-Large	42	43.5	26	19.5	42
XX-Large	44	44.5	26	20	43

PAJAMA [BOTTOM] SIZE CHART

Label Size	Waist (in inches)	Length (in inches)	Leg Opening (in inches)
Small	32	45	12.5
Medium	34	46	13
Large	36	47	13.5
X-Large	38	48	14
XX-Large	40	49	14

CHECK LIST FOR BIDDERS

Sl. No.	Particulars	Yes / No
1	Have you filled 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 a tender fee of INR 500/- through offline mode of the e-Procurement module of the CPP Portal? The same should reach the Institute within the due date and time physically in the shape of demand draft (DD).	
4	Have you submitted a EMD of INR 50,000/- through offline mode of the e-Procurement module of the CPP Portal? The same should reach the Institute within the due date and time physically in the shape of demand draft (DD).	
5	Have you taken a print of all the sections & annexures of the tender in the prescribed paper size and signed on all pages of the tender document and submitted it in the e-Procurement module of the CPP Portal?	
6	Have you attached proof of having met the eligibility criteria?	
7	Have you attached a self-attested copy of the documents to show the financial status?	
8	Have you attached a copy of the registration certificate with Government bodies like IT, GST, EPFO, ESIC, Labour license, or Legal Entity?	
9	Have you attached a copy of the self-attested work order along with an experience, satisfactory performance report and completion certificate (as applicable) issued by the organizations / Govt. Departments or any other reputed PSUs?	
10	Have you attached all the supporting documents along with the technical bid as per clause no. 6 of Section – I?	
11	Have you attached the proof of authorization to sign on behalf of the Bidder?	
12	Has your techno-commercial bid been submitted as per the requirements of the tender?	
13	Is your Price Bid (BOQ) submitted as per the prescribed MS Excel format in the e-Procurement module of the CPP Portal?	
14	Have you submitted the tender documents in two parts with the respective cover in the e-Procurement module of the CPP Portal?	
15	Have you filled and signed the Tender Acceptance Letter (Annexure – III)	
16	Have you filled and signed the Self – Declaration for Non-Blacklisting (Annexure – IV)	
17	Have you filled and signed the Bid Security Declaration, only for EMD exempted bidder (Annexure – V)	
18	Have you filled and signed the Self-Declaration for Local Contents (Annexure – VI)	

(ON THE LETTERHEAD OF THE FIRM)

**DECLARATION
(TENDER ACCEPTANCE LETTER)**

I son/daughter/wife of Shri Director / Partner / Proprietor / Authorized signatory of the Company / Firm / Agencyis competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/documents furnished for this tender are authentic to the best of my knowledge and belief.

I / We/ are aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my / our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:
Place:

Signature of Authorized person

Full Name:
Designation:
Seal

(ON THE LETTERHEAD OF THE FIRM)

SELF DECLARATION – NON-BLACKLISTING

To,
The Registrar,
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Procurement of XXII Convocation Dress for NIT Rourkela.

Dear Sir,

I / We, Proprietor / Partner(s) / Director(s) of M/s., hereby declare that the Firm / Company namely M/s has not been blacklisted or debarred / no Police Case or Vigilance inquiry pending or ever been punished by any Hon'ble Court / no due towards Income Tax declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period as on the date by NIT Rourkela or any other Govt. Organization / PSU / Central Autonomous Body from taking part in tenders.

We further declare that presently our Firm / Company M/sis not blacklisted or debarred and not declared ineligible for any reason by any State / Central Government / PSU / Autonomous Body on the date of bid submission including violation of relevant Labour Laws.

If this declaration is found to be incorrect then without prejudice to any other action than may be taken, our Performance Security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Date:

Place:

**Signature of Authorized person
Name
Designation with agency seal**

(ON THE LETTERHEAD OF THE FIRM)

BID SECURITY DECLARATION

To,
The Registrar,
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Procurement of XXII Convocation Dress for NIT Rourkela.

Dear Sir,

We, the undersigned declare that

1. We understood that, according to the tender conditions, bids must be supported by a Bid Security Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Institute for the period of 3 years or as per decided by the NIT Rourkela starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we;
 - a. have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - b. having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

Date:

Place:

**Signature of Authorized person
Name
Designation with agency seal**

(ON THE LETTER HEAD OF THE BIDDER)

SELF DECLARATION
[For Local Content of Products]

To,
The Registrar,
National Institute of Technology
Rourkela- 769008, Odisha.

Concerning Order no P.-45021/2/2017 PP (BE-II) dated 04.06.2020 and No. P-45021/2/2017- PP(BE-II) dated 16-09-2020 of DPIIT, Ministry of Commerce and Industry, Govt. of India, we fall under the following category of supplier (please tick the correct category) for the items for which this tender has been floated and being bided.

Class I local supplier – has local content equal to more than 50%. Local contents added at(name of location local contents are added).

Class II local supplier – has local content of more than 20% but less than 50%. Local contents added at (name of location local contents are added).

Non-local supplier – has local content less than or equal to 20%. Local contents added at..... (name of location local contents are added).

We are solely responsible for the above mentioned declaration concerning the category of supplier. False declarations will be in breach of the Code of Integrity under Rule 175(1) (i) (h) of the General Financial Rules for which we may be debarred for up to 2 years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Signature & seal of the company

Name, Designation and address of the organization

Date: