



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

**Tender For “Supply of Food, Accommodation and Tent House
Arrangement for All India Inter NIT Tournament - 2025” at National
Institute of Technology Rourkela**

Tender Reference No.: NITR/PW/SAC/2025/358

Date: 10/09/2025

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ADVERTISED TENDER ENQUIRY

(E-PROCUREMENT MODE ONLY)

National Institute of Technology Rourkela, an institute of national eminence under the Ministry of Education, Government of India, requires the services of a reputed, well-established, and financially sound Event Management Proprietorship/Partnership Firm/Private Limited/Limited Company for **SUPPLY OF FOOD, ACCOMODATION AND TENT HOUSE ARRANGEMENT FOR ALL INDIA INTER NIT TOURNAMENT – 2025**. On behalf of the Director, NIT Rourkela, online tenders from eligible and experienced bidders are invited through the e-Procurement module of the CPP Portal (<https://eprocure.gov.in/eprocure/app>).

Tender Documents may be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) or the NIT Rourkela website <https://www.nitrkl.ac.in/PurchaseSection/ServiceTenders>.

1. IMPORTANT DATES OF TENDER

1.	Title of the Tender	Tender for Supply of Food, Accommodation and Tent House Arrangement for All India Inter NIT Tournament – 2025 at NIT Rourkela.
2.	Date of publication of tender	As per e-procurement portal
3.	Bid Documents download start date	As per e-procurement portal
4.	Bid Documents download end date	As per e-procurement portal
5.	Last date of submission of tender	As per e-procurement portal
6.	Technical Bid Opening Date	As per e-procurement portal
7.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
8.	Tender Fee	A non-refundable fee of INR 500/- (Rupees Five Hundred only) through online NET-BANKING / NEFT / IMPS or payment online in an acceptable form.
9.	Earnest Money Deposit / Bid Security	A refundable fee of INR 35,000/- (Rupees Thirty Five Thousand only) through online NET-BANKING / NEFT / IMPS or payment online in an acceptable form.
10.	Contract Period	Three day (24/10/2025 to 26/10/2025)
11.	Bid Validity	120 days from the date of opening of technical bids.
12.	Address for Communication	Prof. Mohd Khalid Gul, VP, Games & Sports Society Student Activity Centre, NIT Rourkela Tel: 0661-2462913 Email: gulmk@nitrkl.ac.in

IMPORTANT: Prospective bidders are advised to regularly visit the CPP portal & Institute website for any Updates/Corrigendum/Amendment. Any subsequent updates will be announced exclusively on the Institute website."

2. SCOPE OF WORK

SUPPLY OF FOOD, ACCOMODATION AND TENT HOUSE ARRANGEMENTS

**Tentative requirement for three days (24/10/25 to 26/10/25) for All India Inter NIT
Tournament - 2025**

Sl. No.	Descriptions of goods / Service	Unit	Quantity
1	Supply of food on 24/10/2025 Breakfast: Upma / Bread Butter, Boiled egg, Banana 1, Tea, sambar /chatni, and drinking water, paper napkin. Lunch: Rice, chapati, Dal, Mix Vegetable, Chicken Curry, Fish Fry, paneer matar (only for veg), papad, Tomato khata, sweet for veg. salad and drinking water, paper napkin. Snacks: Tea / Coffee, Biscuit Dinner: Rice, Roti, Dal, mushroom, veg. curry (cauliflower), chicken curry, sweet (Gulab jamun) and drinking water, paper napkin.	Plate	1200 (Approximately)
2	Supply of food on 25/10/2025 Breakfast: Idli, bada, Boiled egg 1, Banana 1, Tea, sambar & chatni and drinking water, paper napkin. Lunch: Rice, chapati, Dal, Mix Vegetable, Fish Fry, Mushrum Masala (for veg), papad, Raita, sweet , salad and drinking water, paper napkin. Snacks: Tea / Coffee, Biscuit Dinner: Rice, Roti, Dal, Potato matar curry, dry veg curry, sweet (Gulab jamun), paper napkin.	Plate	1200 (Approximately)
3	Supply of food on 26/10/2025 Breakfast: Upma / puri, Boiled egg 1, Banana 1, Tea, Potato mater curry and drinking water , paper napkin. Lunch: Rice, chapati, Dal, Mix Vegetable, Chicken Curry, Paneer butter masala (for veg), papad,, Dahi Bundi, Sweets for veg, salad and drinking water, paper napkin. Snacks: Tea / Coffee, Biscuit Dinner: Rice, Roti, Dal, veg. curry, chatani, Chicken curry mushroom (veg), sweet (Gulab jamun) and drinking water, paper napkin.	Plate	1200 (Approximately)
4.	Accommodation (Mattress, Bed sheet & Pillows)	Persons	1100

5.	Food Court, Tents chairs, Gate Table, carpets Water cans, barriers, sound lighting system	Quantity
	Registration and Help desk : 20` x 30`	Piece-04
	Cloth/Pipe pendals : size 15` x 15` (Best Quality)	Piece-06
	Chairs(VIP) White Cloth cover for 2 days	Piece-15
	Chair (normal)	Piece-800
	Carpet for stage and road for 2 Days	Piece-20
	Drinking water with jar for 3 days	Piece-70
	Box Gate and Flat gate	Piece-02 each
	Food Court: Size :40` x 80`	Piece-02
	Carpet for Fooding area	Piece-20
	Round Table for fooding	Piece-10
	Square table for fooding	Piece-15
	Light Decoration (Lichu Light,) front side and back side of DTS Road for 3 days	200 Pcs
	Halogen for Food Court: Size :40` x 80` and other places as per requirements for 3 days	50 Pcs
	Sound for Volley Ball court, Kho-Kho court and stage	For 3 days

Note:

- a) The prices must be quoted as per the above minimum assured quantity of 1200 plates per day but final billing will be based on actual quantities used, which may be higher based on actual attendance.
- b) If the number of estimated attendees at the festival is exceeded, the bidder has to cater to the same and additional confirmatory order shall be placed to bidder after mutually ascertaining the increased count on actual basis.
- c) Quoted rates should be sufficient to meet out all the contractual obligations efficiently including statutory deductions.

3. INSTRUCTIONS TO BIDDERS

3.1 Tender Fee & Earnest Money Deposit (EMD) / Bid Security:

1. Tender Fee of Rs. 500/- (Rupees Five Hundred only) and EMD / Bid Security (refundable) of **Rs. 35,000/- (Rupees Thirty Five Thousand only)** to be deposited through **ONLINE** mode only using **NET-BANKING / NEFT**.
 - a. The Bidders are allowed to submit his/her/their bid only after the successful payment of EMD.
 - b. In online payment of EMD, if the payment is made by the bidder within the last date and time of bid submission but not received by NIT Rourkela within the specified period **as mentioned in CPP Portal** to any reason(s) whatsoever then the bid will not be accepted. EMD received after due date and time as specified will be forfeited.
 - c. Bank details for **NET-BANKING / NEFT** is as follows:

Bank Name: State Bank of India
Branch: NIT Campus, Rourkela, Odisha
Account Name: Security Deposit Account
Account No.: 30046305869
IFSC: SBIN0002109
2. The bidders are required to submit the copy of successful payment details of EMD with technical bid i.e. transaction reference no and UTR No.
3. Bids received without Earnest Money Deposit and Tender Fee shall stand technically disqualified and thus shall not be considered for evaluation at any stage.
4. 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.
5. 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.
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.
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.

3.2 EMD / Bid Security Exemption:

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.**
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.

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-IV.
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.

3.3 Performance Security / Performance Bank Guarantee/ Security Deposit:

1. The successful bidder shall have to deposit a Performance Security (PS) equal to **3%** of the annual contract value after AOC drawn, within 5 days after the issuance of the Work Order, through online NET-BANKING / NEFT / RTGS. The Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.
2. The Performance Security will not attract any interest. Any pending dues shall be adjusted /recovered from PS.
3. The Performance Security shall be liable to be forfeited if the successful bidder fails to undertake the work within the stipulated period or fails to comply with any of the terms and conditions of the contract.

3.4 Eligibility Criteria:

- 1. Legal 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 catering services. 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.
- 2. Financial Capacity:** The Bidders should have a **minimum average annual turnover of Rs. 20,00,000/- (Rupees Twenty Lakh)** in the last three financial years i.e. FY 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) and completed work order copy/experience certificate (As per given format) for the last three financial years. All financial documents submitted must be duly certified by a Chartered Accountant.
- 3. Experience:** The bidder must have minimum three (03) years of experience in providing hosting catering services at official gatherings/events in Central Educational Institutions/Autonomous Bodies/Public Sector Undertakings/Central/State Government Departments/Central Research Organizations as on tender submission deadline during the last five (05) years [2019-20,2020-21, 2021-22, 2022-23 and 2023-24]. (Copies of relevant catering / food supply orders clearly mentioning the magnitude/quantity and the corresponding satisfactory user certificates to be uploaded as proof along with technical bid).
4. The bidder must have valid FSSAI license as on last date of tender submission.

3.5 Documents to be submitted by Bidder along with the technical bid:

1. Category of Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-operative Society, etc. along with the following documents:
 - a. In the case of Proprietary Firm, attested copy of the affidavit of Sole Proprietary.

- b. In the case of the Partnership Firm, an attested copy of the Partnership deed along with amendments if any, and proof of registration, if any.
 - c. In the case of Limited Companies, an attested copy of the Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid-up capital.
 - d. In the case of Co-operative Society, an attested copy of the certificate of registration from the Registrar of Co-operative Societies.
 - e. If required, the original documents will have to be produced for verification at the time of the Technical Bid Evaluation.
2. A 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 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 agency **is duly authorized to do so shall accompany the tender**. The Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be technically disqualified.
3. Information about the officer of the firm/company being an employee, past or present, or relationship of any employee of NIT Rourkela with Proprietor, Partner – Director of the firm is to be furnished.
4. Whether the bidder or any of the Proprietor, Partner, Director, Shareholders, or their spouse working as contractors in NIT Rourkela, or any Government Department / Public Undertaking has been:
 - a. Blacklisted.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to the lower class of job.
 - d. Under orders for banning or suspending business with him/them. if yes, give the details indicating the period.
 - e. Convicted by a court of committing any offense.
5. Copy of GST Registration Certificate;
6. Copy of Permanent Account Number (PAN);
7. Copy of Labour License, issued by the Labour Commissioner; (if applicable)
8. Registration Certificate of Employee Provident Fund Organization (EPFO); (if applicable)
9. Registration Certificate of Employee State Insurance Corporation (ESIC); (if applicable)
10. Copy of Audited Balance sheet, Profit & Loss Statement, and Income Tax Return for last three years ending on 31st March 2024;
11. Copy of requisite work order/service order along with completion certificate /experience /performance satisfactory certificate issued by the organization;
12. Duly signed Tender Acceptance Letter (Annexure-I);
13. Duly signed Self Declaration-Non-Blacklisting (Annexure-II);
14. Duly signed Performance Report issued by previous organization (Annexure-III)
15. Duly signed Bid Security Declaration for EMD-exempted bidders (Annexure-IV); (if applicable)

NOTE: The Bidder must attach self-attested copies of the above-mentioned documents along with the techno-commercial bid. Any bid not accompanied by the above documents shall be technically disqualified.

3.6 Bid Evaluation Procedure:

3.6.1 Techno-Commercial Bid Evaluation:

1. 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 report from the previous works. The decision of the committee will be final and binding on all bidders and can't be questioned at any stage of evaluation.
2. The Institute also reserves the right to seek confirmation/clarification from the issuing agency for the supporting documents submitted by the bidder.
3. 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.
4. 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.
5. The request for clarification and the response shall be in writing, without any alterations in the price or substance of the bid submitted.
6. 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.

3.6.2 Financial Bid Procedure & Evaluation:

1. The Financial bid (BOQ) shall be in Excel sheet form. The financial bid (BOQ) of all techno-commercially qualified bidders shall be opened by the committee on the scheduled date & time.
2. The L1 status shall be decided based on overall the quoted price.
3. After evaluation, the work shall be awarded to the bidder 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:
 - a. The average annual turnover for the last three financial years shall be considered.
 - b. If further required for tie breaking the turnover for the financial year 2023-24 shall be considered.
 - c. If further required for tie breaking the turnover for the financial year 2022-23 shall be considered.
 - d. 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.
4. Being L1 will not be the sole criterion for eligibility for the award of a contract. The Feasibility of the abnormally low and/or high price quoted in comparison to the prevailing market price(s) of any item and/or all items will be examined by the committee. The decision of the committee in this regard shall be final & binding on all concerned.
5. 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.
6. 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.

7. 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.

3.7 Payment Terms:

1. Payment will be made only after completion of the event duly certified by concerned SAC Officials for the services provided on receipt original tax invoice (in triplicate) and certification of satisfactory services have been rendered.
2. Deduction of applicable taxes will be made including TDS & certificate will be issued by the finance& account department for such deductions.
3. The bidder needs to provide details of his Bank Account number, name and address of the bank, Branch and Branch Code, IFS code, etc., to facilitate payment through a bank (digital payment).

3.8 Key factors to be considered during bid submission:

1. The tender shall be valid for 90 days for acceptance from the date of opening of the technical bid and withdrawal in between shall entail the forfeiture of Earnest Money Deposit.
2. Tenders containing overwriting or erasing, without authentication with full signature in the page(s) of “Schedule of Rates” (Financial Bid) and amount/quantity not shown in figures and words will be liable for rejection.
3. The rates quoted in the tender by the tenderer shall be in figures as well as in words. In case of a discrepancy in the rate between the figure and words, the value written in words shall be taken as the final quoted rate.
4. Tenders with rates in units different from those prescribed in the “Schedule of Rates” and Price Bid (BOQ) not received in the prescribed format shall be disqualified.
5. The rate in the tender shall cover/include all statutory duties/taxes/levies etc. as on the closing date of tender excluding GST, unless specified.
6. Conditional tenders either in Part – I or Part – II of the tenders shall be liable to be rejected.
7. Any request from the bidder in respect of any additions, alteration, modification, correction, etc. of either terms and conditions or quoted rate, after the opening of the technical bid, shall not be entertained under any circumstances.
8. By submitting a bid, the bidder will be deemed to have satisfied himself that the rate quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and all conditions and difficulties that may arise during its progress/execution have been considered. Any complaint in this regard after submission of the offer shall not be entertained.
9. Canvassing in any form is strictly prohibited and the bid submitted by the tenderer who resorts to canvassing will be liable for rejection.
10. The Authority of NIT Rourkela reserves the right to accept/reject any or all bids without assigning any reason thereof or divide the work with multiple bidders on acceptance of the lowest price.
11. Proprietary firms, Registered Firms, Registered Partnership Firms, Private Limited Companies, Public Limited Companies, Co-operative Society etc. formed after the publishing date of the tender are not eligible.
12. It shall be the responsibility of the person/firm submitting the tender to ensure that the tender has been submitted in the format as per the terms and conditions prescribed in the Institute website and no change is made therein after submission of the tender. In the event of any doubt regarding the terms and conditions/format, the person concerned may seek clarification from the authorized

officer of the Institute. In case any tampering / unauthorized alteration is noticed in the submitted tender documents, the said tender shall be rejected straightaway.

13. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.

14. For any clarification, please contact: -

Prof. Mohd Khalid Gul, VP, Games & Sports Society

Student Activity Centre, NIT Rourkela

Tel: 0661-2462913

Email: sahub@nitrkl.ac.in

4. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

4.1 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. **NIT** 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.

4.2 Responsibilities of NIT Officials:

1. NIT’s representative must watch and oversee the work. He / She shall have no authority to relieve the contractor of any of his duties or obligations under the contract except through explicit written order under the contract or to order any work involving any delay or extra payment by NIT not to make any variations in the works.

4.3 Assignment and Sub-Contracting:

1. The contractor shall not assign the contract, or any part thereof, any benefit or interest therein to any third party without prior written consent of NIT Rourkela.
2. The contractor shall not sub-contract the works without written consent of NIT Rourkela 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, or neglects of the contractor, his agents, servants or workman.

4.4 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.

4.5 General Obligations of the Contractor:

1. **Sufficiency of Tender:** The contractor shall be deemed to have satisfied himself before submitting the 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.
2. **Bankruptcy and Breach:** A contract if the contractor becomes bankrupt or has 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 a committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the amalgamation, absorption or reconstruction) or if the contractor assigns the contract without the prior consent of NIT Rourkela or it is found that the contractor –
 - a. has abandoned the contract or;
 - b. without reasonable explanation has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or;
 - c. 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;
 - d. has to the detriment of good workmanship or in defiance of NIT instructions to the contrary sublet any part of the contract or;
 - e. otherwise failed to perform his part of the contract according to the true intent and meaning thereof.
3. **Illegal gratification, breach of contract:** The contract may also be terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity, gift, loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.
4. **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.

5. Debarment of Business Dealings:

- I. As per the Rule 151 of GFRs 2017 a bidder shall be debarred if he has been convicted of an offence
 - (a) Under the Prevention of Corruption Act, 1988; or
 - (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder debarred under the aforementioned clause then the bidder or any successor of the bidder shall be ineligible to participate in procurement processes of NIT Rourkela for a period as decided by the Competent Authority with maximum ceiling of three years commencing from the date of debarment.

- II. NIT Rourkela reserves the authority to debar a bidder or any of its successors from participating in procurement processes for up to two years if it is determined that the bidder has violated the code of integrity, as outlined in Rule 175 of GFRs 2017.
 - III. The Institute will maintain a list of debarred entities, which will also be publicly accessible on its website and may forward to appropriate ministry/department for hosting it in their domain.
 - IV. The Institute adheres to the guidelines of the Ministry of Finance vide Office Memorandum No. F.1/20/2018-PPD dated 02/11/2021 for the purpose of debarring firms from bidding and participating in the procurement processes.
- 6. 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 to influence the bid).
- 7. Final Certificate:** The contract shall not be considered complete until a Final Certificate has been signed and issued to the contractor stating that the works have been completed by the terms of the contract. The Contractor has to submit a no-dues certificate evidencing the closure of contract.
- 8. Notice:**
- a. **Service of notice on Contractor:** Any notice given to the Contractor under the terms of the contract shall be served to his representative by registered post/courier or by hand of its registered office or at the Contractor's site office.
 - b. **Service of notice on NIT:** Any notice to be given to NIT under the terms of the contract shall be served by sending the same by registered post/courier to the office of Registrar, NIT Rourkela – 769008, Odisha.
 - c. **Change of Address:** Any change of address of the Contractor shall immediately be notified to the Registrar, NIT Rourkela – 769008, Odisha.

9. Safety:

- a. The Contractor will be responsible for ensuring the safety of the people working under them.
- b. Except in special circumstances (to be recorded in writing and with due approval) the contractor will not be allowed to employ a subcontractor / petty contractor.
- c. If required Contractor will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.

10. For violation of safety norms, the 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.
11. **Policing of work:** Should the general conduct of the works including the Premises of NIT under the occupation of the Contractor lead to violation of any of the provisions of the Bharatiya Nyaya Sanhita either in consequence of riotous or illegal proceeding of the contractor's labour 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 institute.
12. **The Law in Force in Relation to Contract:** The contract or amendments thereof entered between the Principal 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.
13. **Statutory Obligation:** The Contractor shall comply with all statutes, rules, regulations, by law and orders of statutory authority including but not limited to compliance of:
- a. Payment of Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
 - b. Minimum Wages Act. (Linked to Govt. of India, as per rule/guidelines/circular of the Central Govt.)
 - c. EPF Act. (As per rules/guidelines/circular of the Central Govt.)
 - d. ESI Act. (As per rules/guidelines/circular of the Central Govt.)
 - e. Contract labour (R&A) ACT & such other laws if applicable for execution of the contract in question as employer of this staff engaged / deployed in execution (Linked to Govt. of India).
14. The Contractor shall not allow any visitor on the work sites, without the prior permission of NIT.
15. If a tenderer quotes an unworkable rate and is considered for placement of the order, the firm will be asked to justify the rate quoted and will have to give a Performance Guarantee Bond in addition to the Performance Security 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 the order. The Earnest Money Deposit (EMD) of the tenderer who refuses to give a performance guarantee bond will be forfeited and they will not be considered in retendering if the order/contract is not finalized from the present tender.
16. **Arbitration:**
- a) 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.
 - 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 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.

- c) 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.
- d) 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.

17. Jurisdiction & Right to Amend the Rules:

- a. 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.
- b. 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.

18. Contract Validity:

- a. The validity of the contract will be for **three (03) days i.e. 24/10/2025 to 26/10/2025.**
- b. If the successful firm fails to execute the job on the day of event after issuing of award of contract, the work order shall be cancelled immediately without assigning any reason thereof along with forfeiture of the EMD & Performance Security.

19. Contractor's Background:

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

20. Liabilities, Control, etc. of the Persons Deployed:

- a. The person/staff presented to the Institute by the agency should be of good character and should not have any Police records/criminal cases against them.
- b. The agency shall ensure that the employees deployed at NIT Rourkela under this contract are medically fit and perform the duty and that all Labour Laws, rules, and regulations are followed and strictly adhered to by the agency. Any liability whatsoever (including financial or otherwise), that may arise because of failing to adhere to these provisions, either by the agency or by the said employee, shall be that of the agency and NOT of the Institute. No expenditure on assessment of medical fitness or medical expenses will be borne, reimbursed, or shared by the Institute in any manner.

21. Risk And Cost:

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 in full.

22. Cancellation of Tender:

- a. Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.
 - I. To accept or reject lowest bidder or any other bidder or all the bidders.
 - II. To accept any bid in full or in part.
 - III. Float/ initiate a parallel tender for identical requirement.
 - IV. Cancel the tender at any stage.

23. Indemnity:

- a. The agency service provider is responsible for all involved risks, liabilities, and obligations arising out of this contract under any provisions of law in force from time to time. Under no circumstances the NIT Rourkela shall be held liable for any mishap, injury, accident, or death (s) of contractor's manpower during duty and even off-duty time. The firm/agency shall have all the responsibility in all cases. The Service Provider/Agency shall be liable to pay the compensation as per the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the manpower deployed the same may be recovered from the Service Provider/Agency.

24. Liquidated Damages (LD):

- a. If there is any damage to the Institute property or any other financial burden on the Institute because of willful or negligent action by the contractor or its personnel/employees, the Institute shall be entitled to recover 10 (Ten) times the cost as compensation from the contractor and may adjust/recover from the dues of the contractor.
- b. The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. For any deviation from the contract or any job not performed or left out or default or any delayed performance/ unsatisfactory performance, the agency/firm/contractor shall be liable for liquidated damages subject to a minimum limit of 0.5% and maximum of 10% of the contract value.

(ON THE LETTERHEAD OF THE FIRM)

(TENDER ACCEPTANCE LETTER)

To,

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

Sub: Acceptance of all the terms & conditions of tender.

Ref.: Tender for Supply of Food, Accommodation and Tent House Arrangement for All India Inter NIT Tournament – 2025 at NIT Rourkela.

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned “Tender/Work” from the CPP Portal or NIT Rourkela web site(s).
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information/documents furnished for this tender are authentic to the best of my knowledge and belief.
4. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
5. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
6. 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.

Yours faithfully,

Authorized Signatory
(Signature with Seal)

Name:

Designation:

Date:

(ON THE LETTERHEAD OF THE FIRM)

SELF DECLARATION – NON-BLACKLISTING

To

The Registrar

National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Tender for Supply of Food, Accommodation and Tent House Arrangement for All India Inter NIT
Tournament – 2025 at NIT Rourkela.

Dear Sir,

I/We, the undersigned, being the Proprietor/Partner(s)/Director(s)/Authorized Signatory of M/s. _____, having its registered office at _____, do hereby solemnly declare and affirm as follows:

1. **That our firm/company, M/s. _____, has not been blacklisted or debarred** by NIT Rourkela or any other Government Organization / PSU / Central or State Autonomous Body at any time in the past or as on date, from participating in tenders due to any reasons including corrupt or fraudulent practices.
2. **That there is no police case, vigilance inquiry, or court proceedings pending** against the firm or its partners / directors, and we have never been penalized by any Hon'ble Court.
3. **That there are no dues pending** with the Income Tax department and the firm is in full compliance with relevant statutory obligations including Labour Laws.
4. **That our firm/company is not presently debarred or declared ineligible** to participate in the tendering process for any Government / PSU / Autonomous Body in India on the date of submission of this bid.

I/We understand that if any of the information given above is found to be false or misleading at any stage of the tendering process or during the execution of the contract, NIT Rourkela shall be, at its discretion to take appropriate action including forfeiture of Performance Security, cancellation of contract, and debarring our firm from future tenders.

Thank you.

Yours faithfully,

Authorized Signatory
(Signature with Seal)

Name:

Designation:

Date:

(ON THE LETTERHEAD OF THE ISSUING ORGANIZATION)**PERFORMANCE REPORT**

Performance reports cum experience certificates for the completed and ongoing work during the last 5 years. Please fill separate form for each project. Attach copies of work order / agreement.

1	Name of the Firm/Agency	
2	Name of the work / Project & Location	
3	Nature of Work / Services	
4	Agreement No. / Work Order No. <i>(Please enclose copy of the work order with Authorized Signatory)</i>	
5	Tendered Cost	
6	Value of work done	
7	Tenure of the contract	from: _____ To: _____
8	Date of Commencement	
9	Date of Completion <i>(Please mention "under progress / continuing" if not completed)</i>	
10	Quality of Service <i>(Excellent / Good / Satisfactory / Bad / Very Bad)</i> <i>(Please select any one)</i>	
11	Contact Details of Issuing Organization	

Note: This Performance Report must be issued on the official letterhead of the issuing organization.

Authorized Signatory
(Name and Designation)
Head of the Department / Equivalent
(Seal & Signature of the Issuing Organization)

(ON THE LETTERHEAD OF THE FIRM)

BID SECURITY DECLARATION

To

The Registrar

National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: Tender for Supply of Food, Accommodation and Tent House Arrangement for All India Inter NIT Tournament – 2025 at NIT Rourkela.

Dear Sir,

I/We, the undersigned, hereby submit our Bid for the above-mentioned tender and declare the following:

1. I/We understand that, in accordance with the tender terms and conditions, bids must be supported by a **Bid Security Declaration** in lieu of Bid Security (EMD).
2. I/We accept that I/We will be **automatically suspended** from participating in any tender or contract issued by NIT Rourkela for a period of **three (3) years** or as decided by the Institute, starting from the date of bid closure, in the event that we:
 - a) Withdraw our bid during the period of bid validity specified in our Letter of Bid; or
 - b) Having been notified of the acceptance of our bid by NIT Rourkela during the bid validity period:
 - (i) Fail or refuse to execute the contract, or
 - (ii) Fail or refuse to furnish the required Performance Security in accordance with the tender terms.

I/We understand that this declaration shall be binding on us and may be used by the Institute to enforce the above penalty provisions without requiring further notice or legal proceedings.

Thank you.

Yours faithfully,

Authorized Signatory

(Signature with Seal)

Name:

Designation:

Date: