राष्ट्र ीय प्रौद्योगिकी संस्थान राउरकेला ओगिशा

NATIONAL INSTITUTE OF TECHNOLOGY ROURKELA
ODISHA - 769008

BID DOCUMENTS

"Supply of Food, Accommodation and Tent House Arrangement for All India Inter NIT Tournament"
at NIT Rourkela, Odisha – 769008

Tender Reference No.: NITR/PW/SAC/2026/386 **Date: 30/09/2026**

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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 invites online bids from reputed, eligible, capable and qualified firm/agency for **Supply of Food, Accomodation and Tent House Arrangement for All India Inter NIT Tournament at NIT Rourkela** under two bids systems i.e. Techno-commercial Bid (Part-I) & Financial Bid (Part – II) at NIT Rourkela.

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.

BID SCHEDULE

1.	Title of the Tender	**Supply of Food, Accommodation and Tent House Arrangement for All India Inter NIT Tournament at NIT Rourkela.**
2.	Date of publication of tender	**As per CPP Portal**
3.	Bid Documents download start date	**As per CPP Portal**
4.	Bid Documents download end date	**As per CPP Portal**
5.	Last date of submission of tender	**As per CPP Portal**
6.	Technical Bid Opening Date	**As per CPP Portal**
7.	Pre-bid Date, Time & Venue	**Not Applicable**
8.	Pre-bid Conference	Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory.
9.	Financial Bid Opening Date	To be informed to the technically qualified bidders later.
10.	Tender Fee	A non-refundable fee of **Rs. 500/- (Rupees Five only)** to be deposited through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. **Refer to Clause 1 of Section III (ITB) for detailed instructions.**
11.	Earnest Money Deposit / Bid Security	A refundable fee of **Rs. 49,250 (Rupees Forty Nine thousand Two Hundred Fifty only)** to be deposited through ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. **Refer to Clause 1 of Section III (ITB) for detailed instructions.**
12.	Contract Period	**29.10.2026 to 02.11.2026**
13.	Bid Validity	**120 days** from the date of opening of technical bids.
14.	Address for Communication	**Prof. Mohd Khalid Gul, VP Games & Sports Society** **Student Activity Center** NIT Rourkela, Odisha - 769008 Tel: 0661-2462913 Email: gulmk@nitrkl.ac.in

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

SECTION – I: ELIGIBILITY CRITERIA

The bidder must satisfy all the eligibility criteria mentioned in this section, and proofs in support of these criteria must be enclosed. Bidder not meeting these criteria will be summarily rejected.

1. **Legal Status:** The bidder must be a legally registered entity in India, either in the form of sole proprietorship, partnership, Limited, or Private Limited Company registered under the Companies Act 1956 / 2013 or subsequent amendments of the act. A valid copy of Registration Certificate must be enclosed. The demerged entity will be permitted to use the credential of original / parent entity for initial five years from the incorporation of the demerged entity. **The firm should have registered for a minimum period of 05 years. The bidder in the form of a Joint Venture (JV) / Consortium is not permitted to participate. <u>The agency / firm must have a Regional / Registered Office within the state of Odisha.</u>**

2. **Tender Fee and Earnest Money Deposit (EMD) / Bid Security:** Bid offer should accompany with Tender Fee (non-refundable) of Rs. 500/- (Rupees Five Hundred only) and an Earnest Money Deposit (EMD) of Rs.49,250 (Rupees Fortynine Thousand Two Hundred Fifty only) in form of INTERNET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. A copy of the successful payment of EMD should be attached with technical bid. Refer Clause no. 3, Section III (ITB) for details regarding EMD exemption.

3. **Financial Capacity:** The Bidders should have a **minimum average annual turnover of Rs. 40.00 Lakhs(Rupees Forty Lakhs)** in the last three financial years i.e. FY 2022-2023, 2023-2024, 2024-25. Bidders are required to submit documentary evidence like an Audited Balance Sheet, Profit & Loss Statement, and Income Tax Return (ITR) duly certified by a Chartered Accountant.

4. **Experience & Past Performance:** The bidder must have minimum three (03) years of experience in providing hosting catering services at Athletic and sports related 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 Three year (03) years [2023-24, 2024-25, 2025-2026). (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).

   Certificate(s) to the above effect must be submitted by the bidder(s) as per Annexure – III.

   <u>IMPORTANT NOTE:</u>

   <u>For Work Experience,</u> *<u>Bidders are required to submit Satisfactory Work Completion Certificate showing values of work done, duration of contract (in completed months/years) issued by Organisation against respective work order.</u>*

5. The bidders should have valid PAN**, GST, EPFO, ESIC, Labour License,** and other relevant license for providing the tendered services. All documents must be valid as on date of bid submission.

6. The bidder should **not have been declared ineligible / blacklisted by Government of India or any other Government body or Private Cooperation** on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure / lapse of serious nature. A certificate attesting the same should be submitted along with technical bid. A certificate to the above effect must be submitted by the bidder(s) as per Annexure – II.

7. A certificate duly signed and sealed by Partners of the firm or sole proprietor or Director of Company as the case may be, that no police case / vigilance enquiry is pending against the Partners of the firm or sole proprietor or Director of Company as the case may be, and that he/she has never been punished by any Hon'ble Court shall be submitted by the firm along with

technical bid, failing which the bid shall be rejected. A certificate to the above effect must be submitted by the bidder(s) as per Annexure – II.

8. **In addition to all the above eligibility criteria mentioned above, the bidder must fill and signed all the Annexures. Bidders not submitted the signed annexures shall be rejected.**

NOTE:

(a) The bidder must fulfill the above eligibility criteria. Bidders not fulfilling the above criteria shall be summarily rejected.

(b) NIT Rourkela reserves the right to verify / confirm all original documentary evidence including references and clients as submitted by bidders in support of above mentioned clauses of eligibility criteria.

(c) The bidder must attach self-attested copies of the documents supporting the above eligibility criteria with the techno-commercial bid. Bids not accompanied by the required documents are liable to be rejected.

(d) Each bidder including subsidiary company shall submit only one bid. In case a bidder submits more than one bid, NITR is liable to ignore / summarily reject all such bids.

SECTION – II: DETAILS SCOPE OF WORK

SUPPLY OF FOOD, ACCOMODATION AND TENT HOUSE ARRANGEMENTS

Tentative requirement for Five days (29/10/2026 to 02/11/2026) for All India Inter NIT Tournament

Sl. No.	Descriptions of goods / Service	Unit	Quantity
1	Supply of food on **29/10/2026** **Lunch**: Rice, chapati, Dal, Mix Vegetable, papad, Raita, sweet, and drinking water, paper napkin. **Dinner:** Rice, Roti, Dal, Mix Veg. curry (veg) / Chicken curry, sweet (Gulab jamun) and drinking water, paper napkin.	Plate	1400
2	Supply of food on **30/10/2026** **Breakfast**: Idli, Vada, Boiled egg 1 Banana, 1, Tea, sambar & chatni and drinking water, paper napkin. **Lunch**: Rice, chapati, Dal, Mix Vegetable, Chicken curry, Mushroom Masala (for veg), papad, Raita, sweet, and drinking water, paper napkin. **Snacks**: Veg cutlet/Samosa, Vada, Sweet **Dinner:** Rice, Roti, Dal, Potato matar curry, mix veg fry, Egg curry, sweet (Gulab jamun), paper napkin.	Plate	1400
3	Supply of food on **31/10/2026** **Breakfast**: Upma / Puri, Boiled egg 1, Banana 1, Tea, Potato mater curry and drinking water, paper napkin. **Lunch**: Rice, Chapati, Dal, Mix Vegetable, Fish Curry, Paneer butter masala (for veg), papad, Dahi Bundi, sweet for veg, salad and drinking water, paper napkin. **Snacks**: Veg cutlet/Samosa, Vada, Sweet **Dinner:** Rice, Roti, Dal, Veg. curry, chatani, Egg curry, mushroom(veg), sweet (Gulab jamun) and drinking water, paper napkin.	Plate	1400
4.	Supply of food on **01/11/2026** **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, sweet for veg, salad and drinking water, paper napkin. **Snacks**: Samosa, Vada, Sweet **Dinner:** Rice, Roti, Dal, veg. curry, chatani, egg curry, mushroom(veg), sweet (Gulab jamun) and drinking water, paper napkin.	Plate	1400
5.	Supply of food on **02/11/2026** **Breakfast**: Upma / puri, Boiled egg 1, Banana 1, Tea, Potato mater curry and drinking water, paper napkin.	Plate	1400
5.	Accommodation (Mattress, Bed sheet & Pillows		1100 persons

6.	**Food Court, Tents chairs, Gate Table, carpets Water cans, barricades, sound lighting system**	Quantity
a)	Registration and Help desk: 20` x 30`	Piece-04
b)	Cloth/Pipe pendals: size 15` x 15`(Best Quality)	Piece-07
c)	Chairs (VIP) White Cloth cover for 2days	Piece-15
d)	Chair (normal)	Piece-800
e)	Carpet for stage and road for 2Days	Piece-20
f)	Drinking water with jar for 3 days	Piece-70
g)	Box Gate and Flat gate	Piece-02 each
h)	Food Court: Size :40` x 80`	Piece-02
i)	Carpet for Fooding area	Piece-20
j)	Round Table for fooding	Piece-10
k)	Square table for fooding	Piece-15
l)	Light Decoration (Lichu Light,) front side and back side of DTS Road for 4 days	200 Pcs
m)	Halogen for Food Court: Size :40` x 80` and other places as per requirements for 4 days	50 Pcs
n)	Sound for Volley Ball court, Hockey court, Handball court and stage	For 3 days
o)	Pendal /stage (15" x 15") for officials with carpet and 5 nos of sofa and 15 nos of VIP Chairs)	For 3 days

Note:

a) The prices must be quoted as per the above mentioned.

b) If the number of estimated attendees at the festival is changed, the bidder has to cater to the same and additional confirmatory order shall be placed to bidder after mutually ascertaining the revised count on actual basis.

SECTION – III: INSTRUCTIONS TO BIDDERS

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

(i) Tender Fee (non-refundable) of **Rs. 500/- (Rupees Five Hundred only)** and EMD / Bid Security (refundable) of **Rs. 49,250/- (Rupees Forty Nine Thousand Two Hundred Fifty only)** to be deposited through **ONLINE mode using bank transfer or any other online in an acceptable form.**

a) The bidders are required to submit a proof of successful payment details of Tender Fee and EMD along with the techno-commercial bid. Any other mode of payment shall not be considered.

b) If the bidder makes the online payment within the last date & time of bid submission but the same is not received by NIT Rourkela within the specified period **as mentioned in the CPP Portal** for any reason(s), whatsoever, the bid shall not be considered for further evaluation. Tender Fee and EMD received after the specified due date & time shall be forfeited.

c) Bank details for bank transfer or online payment:

Bank Name: State Bank of India
Branch: NIT Campus, Rourkela, Odisha
Account Name: Security Deposit Account
Account No.: 30046305869
IFSC: SBIN0002109

(ii) EMD / Bid Security of the unsuccessful bidder will be returned to them without any interest within 30 days after the award of the contract to the L1 bidder.

(iii) The Part-I offer of those bidder, whose EMD and Tender Cost are found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the bid will be considered invalid and other parts will not be opened.

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

(v) The EMD / Bid Security of the bidder who withdraws its bid in breach of terms and conditions of the tender, withdraws at any stage after bid opening and who evades or refuses to accept the Award of Contract after being L1 within the period of validity, shall be forfeited.

(vi) 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.

2) Bid security Exemption

(i) 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 paying EMD/Bid Security. 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.**

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

(iii) Eligible MSE and startup bidders who seeks exemption for paying EMD/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.

(iv) 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) Bid Prices, Taxes and Duties

(i) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to: those prices; or the intention to submit an offer; or the methods or factors used to calculate the prices offered.

(ii) **Controlled Price:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government.

(iii) **Price Components:** Bidder shall quote the price including all the specified components of prices shown therein, including the unit prices and total bid prices. All costs related to personnel engaged shall be on the prevailing minimum wages and other statutory allowances. Quotation of "NIL" service charges / margin for the services shall be rejected as nonresponsive.

(iv) **Price Schedule:** Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration / deletion / modification of other portions of the excel sheet.

(v) The quoted price shall be considered to include all relevant financial implications, including their inter-alia the scope of the Services to be delivered and incidental goods/works to be supplied, location of bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, etc.

(vi) **Currencies of Bid:** The currency of bid and payment shall be quoted by bidder entirely in Indian Rupees. All payment shall be made in Indian Rupees only.

(vii) **HSN Code and GST Rate:** HSN (Harmonized System of Nomenclature) code for the goods provided in this tender document is only indicative. It shall be the responsibility of bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.

(viii) If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax / levy is applicable or payable by the Institute.

4) Bid Evaluation Procedure

The evaluation of the proposals/bids shall be carried out in two stages: at the first stage evaluation of responsiveness and technical proposals is taken up.

(i) 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.

b) Only substantively responsive bids shall be taken into consideration for evaluation. A substantively responsive bid implies complete bid and conforms to the tender document's essential terms, conditions, and requirements without substantive deviation, reservation, or infirmity.

c) Evaluation of techno-commercial bid shall be the scrutiny and examination of all relevant documents submitted by Bidder as detailed in Section – I (eligibility criteria).

d) The decision of the committee will be final and binding on all bidders.

e) The Institute reserves the right to seek confirmation / clarification from the issuing agency for the supporting documents submitted by the bidder.

f) The controlled / base price as deemed appropriate for this tender shall be published along with technical bid evaluation report to ensure transparency in the tender process. Any quotation received lower than the base price shall be rejected in financial bid evaluation.

(ii) Clarification of Bids and Shortfall Documents

a) During the evaluation of Techno-commercial or Financial Bids, NIT Rourkela, at its discretion, but without any obligation to do so, ask bidder to clarify its bid by a specified date. Bidder shall answer the clarification within the specified date.

b) The request for clarification shall be submitted in writing or electronically, and no change in price or substances of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

c) If discrepancies exist between the uploaded scanned copies and the original submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be rejected as nonresponsive in addition to other punitive actions for violation of Code of Conduct.

(iii) Financial Bid Evaluation

a) Opening of Financial Bids: The financial bids of bidders whose techno-commercial bids have been technically qualified shall be opened by the Committee on the specified date and time.

b) L1 Calculation: The lowest bid (L1) will be determined on overall cost of the service. However, the designated committee, at its discretion, may the split the entire contract into two or more bidder on matching with lowest (L1) rate.

c) Criteria for Contract Award: Being the lowest bidder (L1) is not the sole criterion for the award of the contract. The feasibility of the lowest quoted price will be assessed by the Committee, taking into consideration the relevant rules, terms and conditions outlined in the tender. The Committee's decision in this regard will be final and binding on all parties involved.

d) Tie-Breaking Procedure: In the event that two or more bidders quoted the same prices, the Committee shall decide the L1 bidder based on the following tie-breaking criteria:

(i) The bidder's average annual turnover for the last three financial years will be considered first.

(ii) If the tie persists, the turnover for the financial year 2024-25 will be considered.

(iii) If further tie-breaking is required, the turnover for the financial year 2023-24 will be considered.

e) If the tie remains unresolved after considering the above financial years, the L1 bidder will be determined by a draw, which will take place in the presence of the concerned bidders. The Committee's decision on this matter shall be final and binding.

f) Abnormally Low Bids: If a tenderer submits a bid with what appears to be predatory pricing or an abnormally low bid, the Tender Evaluation Committee shall seek written clarification from the bidder, including detailed price analyses, concerning scope, schedule, allocation of risks and responsibilities, and any other requirements outlined in the tender documents. If, after evaluating the price analyses, it is determined that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the bid shall be rejected.

g) Price Negotiation: NIT Rourkela reserves its right to negotiate with the lowest acceptable bidder (L1), who is techno-commercially suitable for delivery of services.

h) Cartel Formation / Pool Rates: Unless the Institute decides this to be case of Cartel / Pool Rates, if more than one bidder quote the same total evaluated price, then the Institute reserves the right to distribute unequal quantities among the bidders, excluding one or more bidders based on considerations like performance / financial capabilities or consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions as deemed appropriate by the Institute.

5) Award of Contract

(i) NIT Rourkela shall award the contract to the bidder(s) whose bid(s) is techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the tender documents.

(ii) At the time of contract award, NIT Rourkela reserves the right to increase or decrease without any change in the unit prices of other terms and conditions of the bid and the tender documents, the quantum of services originally stipulated in Scope of Work.

(iii) NIT Rourkela reserves the right to split the entire contract with more than one bidder at lowest (L1) rate.

(iv) Verification of Original Documents: Before issuing of Award of Contract (AOC) to the successful bidder(s), NIT Rourkela, at its discretion, ask bidder to submit for verification of the originals of all

such documents whose scanned copies were submitted online along with technical bid. If the bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be rejected as nonresponsive in addition to other punitive action as decided by NIT Rourkela.

(v) The bidder(s), whose bid has been accepted and documents verified (at the discretion of NIT Rourkela), shall be notified the award of contract before the expiration of the bid validity by written or electronic means. The Award of Contract (AOC) shall constitute the legal formation of the contract, subject only to the furnishing of Performance Security as the provision mentioned in the tender documents.

6) Performance Security / Security Deposit

(i) The successful bidder upon receipt of the Award of Contract shall have to deposit a Performance Security (PS) equal to **5% of the annual contract value**, within 15 days. Performance Security may be furnished in the form of Bank Guarantee (including e-bank guarantee) issued / confirmed from any of the scheduled banks in India, account payee demand draft from a commercial bank except co-operative bank, ONLINE mode using NET-BANKING / NEFT / RTGS / IMPS or payment online in an acceptable form. Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

(ii) If the bidder, fails to furnish the Performance Security within the specified period, NIT Rourkela at its discretion to annul the award and enforce Bid Security Declaration (in lieu of forfeiture of the Bid Security / EMD), in addition to other administrative punitive action as deemed appropriate.

(iii) The Performance Security shall not attract any interest. Any pending dues shall be adjusted /recovered from PS.

(iv) 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.

7) Signing of Contract

(i) Within seven working days of receiving performance security, the Institute shall make an agreement with the successful bidder. However, stamp paper of appropriate value shall be borne by the bidder as informed by the Institute.

(ii) Otherwise, the Award of Contract (AOC) or the Contract shall be taken to be legally effective from the date of issuing. The bidder may point out to the Institute, in writing / electronically, any anomalies noticed in the contract within seven days of its receipt.

8) Key factors to be considered during bid submission

(i) Conditional tenders either in Part – I or Part – II of the tenders shall be liable to be rejected.

(ii) Canvassing in any form is strictly prohibited and the bid submitted by the bidder who resorts to canvassing shall be liable for rejection.

(iii) 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.

(iv) 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 tender documents and no change will be allowed 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.

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

SECTION – IV: GENERAL CONDITIONS OF CONTRACT (GCC)

1) Definitions

In the contract, unless the context otherwise requires:

(i) **Approved** means approved in writing, including confirmation of previous verbal approval.

(ii) **Bid (**including the term „tender", „offer", „quotation" or „proposal" in specific contexts means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a documents inviting such offers.

(iii) **Bidder** (including the term „Bidder", „consultant", or „service provider" in specific context) means any person or firm or company, including any agency branch or office controlled by such person, participating in a Tender Process.

(iv) **Commercial Bank** means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934 and subsequent act.

(v) **Competent Authority** means the Director, NIT Rourkela or any officer authorized in this regard.

(vi) **Contract** (including the terms "Purchase Order" or "Supply Order" or "Withdrawal Order" or "Work Order" or "Rate Contract" or "Award of Contract" or "Letter of Award – LoA" or "Agreement" or "repeat order" or "extension order" accepted / acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating the subject matter of procurement, entered between the NIT Rourkela and the Contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.

(vii) **Contractor** (including the terms "Supplier" or "Service Provider" or "Consultant" or "Firm" or "Vendor" or "Manufacturer" or "Successful Bidder" in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the NIT Rourkela), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.

(viii) **NITR / Institute / Principal** means National Institute of Technology, Rourkela represented through an authorized officer for this contract or Director as the case may be.

(ix) **Tender, Tender Documents, Tender Enquiry or Tender Process** is the whole process from the publishing of the Tender Document till the resultant award of contract. "Tender Document" means the document (including all its sections, appendices, forms, format, etc.) published by NIT Rourkela to invite bids in a Tender Process.

(x) **Work** refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.

2) Language of Contract

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written / translated accordingly in that language.

3) Bid Validity

(i) 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.

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

(iii) In exceptional circumstances, before the expiry of the original time limit, the Institute may request the bidder to extend the validity period for a specified additional period. The request and the bidder's responses shall be made in writing or electronically.

4) Modification / Amendments of Contract

(i) If any of the contract provisions modified after the contract documents have been signed, the modifications shall be made in writing and signed by NIT Rourkela, and no modified provisions shall be applicable unless such modifications have been done. Requests for changes and modifications may be submitted in writing by the contractor to NIT Rourkela.

(ii) Any verbal or written agreement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on NIT Rourkela unless and until the same is incorporated in a formal instrument and signed by NIT Rourkela, and till then NIT Rourkela shall have the right to repudiate such arrangements.

5) Communications

(i) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.

(ii) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of contract, so designated.

6) Address of the parties for sending communication by the other party

(i) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notice shall be:

(ii) The address of the contractor as mentioned in the contract, unless the contractor has notified change by a separate communication containing no other topic to NIT Rourkela. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid

(iii) The address of NIT Rourkela shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of NIT Rourkela presently dealing with the contract.

(iv) Unless already specified before the contract's start, NIT Rourkela and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

7) Contractor's Obligations and Restrictions on its Rights

(i) Change in Constitution / Financial stakes / responsibilities of a Contracts Business

a) The contractor must proactively keep the NIT Rourkela informed of any changes in its constitution / financial stakes / responsibilities during the execution of contract.

b) Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

c) A new partner shall not be introduced in the firm except with the consent in writing from NIT Rourkela, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under contract.

(ii) Assignment and Sub-Contracting

a) The contractor shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

b) The contractor shall notify NIT Rourkela in writing all subcontract awarded under the contract if not already stipulated in the contract. In its original bid or later, such notifications shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract.

c) If the contractor sublets or assigns the Contract or any part thereof without such permission, NIT Rourkela shall be entitled, and it shall be lawful on his part, to treat is as a breach of contract and avail any or all remedies thereunder.

(iii) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of NIT Rourkela to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of NIT Rourkela. All related information shall not, without the prior written consent of NIT Rourkela neither be divulged by the Contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract.

(iv) Permits, Approvals and Licenses

Whenever the delivery of Services and incidental Goods/Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required.

(v) Obligations of the contractor under Labour Codes and Rules

a) The contractor shall fully comply with the provisions of all applicable Labour Codes including Employees" Provident Fund Act, 1952, Employees State Insurance Act, 1948, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workman Compensation Act, 1952, Contract Labour (Central Rules) Act 1971, Contract Labour (R & A) Act 1970, and/or such other rules made thereunder, as modified from time to time.

b) The contractor shall obtain a valid license under the Labour Codes and Rules as modified from time to time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement, the Institute shall treat is as a breach of contract for default as per the contract and avail any or all remedies thereunder.

c) The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Institute to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates.

d) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker.

e) In every case in which, by virtue of the provisions of the Labour codes and the Rules, the Institute is obliged to pay any amount of wages to a workman employed by the contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Institute due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules. The Institute shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Institute under the aforesaid Labour codes and the Rules, the Institute shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Institute to the contractor whether under the contract or otherwise.

8) NIT Rourkela's Obligations

(i) Facilities to be provided by NIT Rourkela

No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided by the Institute to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and no

other purpose whatsoever.

(ii) Provision of Utilities at Site by NIT Rourkela

a) Unless otherwise stipulated in the contract, The Institute may supply without any obligation to do so, to the contractor, part or whole of the quantity of the water and electricity required for the delivery of Services from the Institute's existing water / electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise).

b) The contractor shall arrange, at his own expense, to effect the connections and lay additional pipe / power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Institute, and that the contractor shall not be entitled to any compensation nor shall this be a reason for the delay in delivery of Services.

(iii) Custody and Return of the NIT Rourkela's Assets

a) The Contractor shall be held responsible for all tools, plants, materials and assets / properties made over to him by the Institute. All assets shall remain the property of the Institute, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while assets are possessed or controlled by the contractor, staff, workmen, or agents.

b) The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Institute whose decision shall be final and binding.

9) Contract Validity

(i) The Contract shall be awarded for a period of five days from the date issuance of the work order / service order.

(ii) If the Contractor fails to commence the service after the issuance of the contract order without valid and reasonable justification, the Institute shall have the right to terminate the contract and forfeit the Earnest Money Deposit (EMD). In absence of EMD, the Institute reserves the right to enforce Bid Security Declaration along with other actions as deemed appropriate.

(iii) At any stage during the tenure of the contract if the agency intends to withdraw the service the same may be addressed to the Registrar, NIT Rourkela. The notice for withdrawal of the contract will be a minimum of 90 days from the date of confirmation given to the Institute in writing. The Performance Security shall be forfeited and the next eligible bidder shall be offered.

10) Liquidated damages

(i) If the contractor fails to perform the services within the time frame(s) incorporated in the contract, the Institute shall, without prejudice to other rights and remedies available to the Institute under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until the actual delivery or performance, but not as a penalty, a sum equivalent to the 0.5% (half percent) of the related monthly bill of the services, subject to maximum of 5% (Five percent) of monthly billed value.

(ii) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be treated as breach of contract and shall be noted as deficient performance and be held against the contractor in future tenders. In case the Institute decides to allow performance of contract, after inordinate delays, maximum of liquidated damages shall be 10% (instead of 5%) of the total contract value.

11) Force Majeure

(i) On the occurrence of any unforeseen event or circumstances, beyond the control of either Party such as an event described as an act of God (like a natural calamity) or events such as a war, strike, crimes (but not including negligence or wrong-doing, predictable / seasonal rain and any other events specifically excluded in the clause), directly interfering the execution 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. Force Majeure does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The contractor has to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto.

(ii) 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.

12) Terms and Mode of Payment

(i) 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.

(ii) Deduction of applicable taxes will be made including TDS & certificate will be issued by the finance& account department for such deductions.

(iii) 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).

13) Completion Certificate and Final Payment

(i) Upon a written intimation from the contractor, the Institute shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The Institute may also issue such a certificate indicating the date of completion concerning any part of the service before the completion of whole service.

(ii) Notwithstanding the issue of Completion Certificate for service, the contractor and the Institute shall remain liable for the fulfillment of any obligation incurred under the provision of the contract before the issue of completion certificate. The contract shall be deemed to remain in force till the nature and date of any such obligations are determined. The contractor shall submit the final bill after issuance of completion certificate by the Institute.

(iii) Notwithstanding the issue of completion certificate and release of final payment, the Institute reserves the right to carry out within 180 days of such completion / final payment, a post-payment audit and / or technical examination of the services and the final bill including all supporting vouchers, abstracts etc. if any over payment to the contractor is discovered due to such examination, the Institute shall claim such amount from the contractor.

14) Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or any other obligation that substantively affects the Institute's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

(i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all the Services or fails to perform any other contractual obligations based on which contract was awarded within the period stipulated in the contract or within any extension thereof granted by the Institute it shall be treated as a breach of Contract.

(ii) **Insolvency:** If the contractor or any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, the Institute shall consider it as a breach of Contract.

(iii) **Liquidation:** If the contractor is a company being wound up voluntarily or by order of a Court or a

Receiver, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, the Institute shall consider it as a breach of Contract.

(iv) As soon as a breach of contract is noticed, a show-cause „Notice of Default" shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

15) Fore-closure / Termination of the Contract

NIT Rourkela reserves the right to terminate the contract at any time as per the following terms & conditions. On termination of the contract, the personnel engaged by the service provider shall also be presumed as terminated.

(i) By giving one month's notice to the service provider without assigning any reason thereof.

(ii) By giving one month's notice to the service provider, if the service provider fails to perform its duties as per the agreed terms and conditions of the contract.

(iii) By giving one month's notice to the service provider, for committing breach of the terms & conditions of the contract, or assigning the contract, or any part thereof, or benefit or interest therein or hereunder by the service provider to any third party for subletting whole or part of the contract.

(iv) By giving one month's notice to the service provider, if the service provider is declared bankrupt or otherwise insolvent by the court of law. During the notice period, the service provider is to continuing their duties until the expiry of notice period. On termination of the contract, it shall be the duty of the service provider to ensure that no person creates any disruption/hindrance/problem of any nature to NIT, Rourkela.

(v) In case the firm voluntarily requests for cancellation of contract, the notice period shall be 90 days.

16) 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) Bhartiya Nyaya Sanhita (BNS), 2023 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 the execution of a public procurement contract.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

17) Arbitration and Settlement of Dispute

All disputes or difference of any kind whatsoever arising out of or in connection with the contract work during the subsistence of the contract or otherwise, shall be governed by the provisions of ARBITRATION AND CONCILIATION ACT, 1996 and any statutory rules/amendments thereof.

18) Jurisdiction & Right to Amend the Rules

(i) The Institute reserves the right to amend the rules whenever and wherever considered necessary & appropriate. The same shall be intimated to the firm in due course of time, which shall be final and binding on the firm.

(ii) The Institute rules shall be binding when executing the contract. If differences persist ever after arbitration & there are compelling reasons to go to court, it will be decided in the Court of Rourkela only.

19) Cancellation of Tender

(i) Notwithstanding anything specified in this tender document, NIT Rourkela at its sole discretion without assigning any reasons, reserves the rights.

a. To accept or reject lowest bidder or any other bidder or all the bidders.
b. To accept any bid in full or in part.
c. Float/ initiate a parallel tender for identical requirement.
d. Cancel the tender at any stage.

(ii) **Document(s) not being genuine:** In case any document(s) produced in support of eligibility criteria, or any other document(s) turns out to be not genuine:

a) Before award of Contract: The contract will not be awarded, EMD shall stand automatically forfeited, and the tenderer shall be liable for any further action as may be deemed appropriate by NIT ROURKELA; or
b) After award of Contract: The contract shall be cancelled, Security Deposit shall stand forfeited, and the service provider shall be liable for any other action as may be deemed appropriate by NIT ROURKELA.

(iii) Until a formal agreement is prepared and executed, acceptance of terms and conditions of this tender shall constitute a binding contract between bidder and NIT ROURKELA.

(iv) The contractor is not eligible for any compensation or claim in the event of such cancellation.

20) Indemnity

The contractor 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, NIT Rourkela shall be held liable for any mishap, injury, accident, or death of deployed manpower during anytime (whether on and off duty). The Contractor shall have all the responsibility in all cases. The Contractor shall be liable to pay compensation in accordance with the provisions of the Act, Laws, or Rule (as applicable) of land. In case of loss to the Institute due to negligence of the deployed manpower, the same shall be recovered from the Contractor.

ANNEXURE – I: TENDER ACCEPTANCE LETTER

(On the Letterhead of the Firm)

To,

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

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

Ref.: ……

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:

ANNEXURE – II: DECLARATION NON-BLACKLISTING, NON-PENDING CRIMINAL CASES AND NON-PENALIZATION

(To be executed & attested by Public Notary/Executive Magistrate on Rs.100/- non-judicial Stamp Paper by the Tenderer)

Ref.: Tender Ref. No.: …….

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 or any other organization 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.

DEPONENT
(Signature of the Authorized Signatory)
Name: _____
Designation: _____
Address: _____

Attested by
(Signature & Seal of Public Notary/Executive Magistrate)
Name: _____
Date: _____

ANNEXURE – III: PERFORMANCE REPORT CUM WORK COMPLETION CERTIFICATE

(On Official letterhead of the issuing Organization)

PERFORMANCE CUM WORK COMPLETION CERTIFICATE

(Performance reports cum experience certificates for the completed and ongoing work during the last 5 years. Please use separate certificate/report for each work order/contract and attach copies of the relevant work order/contract.)

This is to certify M/s. …….. *(Mention full name of Firm)* has executed the contract ……*(Mention the name of work / contract)*. The information furnished below is true and correct to the best of our knowledge and records. The work has been executed in accordance with the terms and conditions of the contract. The details of the work / contract are as follows:

Sl. No.	DESCRIPTION	Details to be filled by issuing organization
1.	Name of the Firm/Agency *(Full name and complete address of the agency)*	
2.	Name & Nature of the Work/Contract	
3.	Agreement No. / Work Order No. *(Please enclose copy of the work order with Authorized Signatory)*	
4.	Contract Value (in INR)	
5.	Numbers of Manpower Deployed	
6.	Date of Commencement of Work *(DD/MM/YYYY)*	
7.	Date of Completion of Work *(DD/MM/YYYY)* *(Please mention "under progress / continuing" if not completed)*	
8.	Total Duration of the work in years / months (Including extension, if any)	
9.	Quality of Service ***(Please select any one)*** *(Excellent / Good / Satisfactory / Bad / Very Bad)*	
10.	Contact Details of Issuing Organization *(Name, designation, email, and contact number)*	

Issued on dated:

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

ANNEXURE – IV: BID SECURITY DECLARATION (For EMD exempted bidder)

(On the Letterhead of the Firm)

To

The Registrar
National Institute of Technology Rourkela
Rourkela – 769008
Odisha

Ref: …….

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:

ANNEXURE – V: BANK MANDATE FORM

Electronic Clearing Service (Credit Clearing) / Real Time Gross Settlement (RTGS) Facility for receiving payments.

Details of Accounts Holders:

Name of the Firm / Agency	
Complete Address of the Firm / Agency	
Name of Account Holder	
Name of the Bank	
Type of Bank Account (SB/Current/Cash Credit)	
Complete Bank Account No. (Latest)	
Complete IFS Code	
Branch Name with Complete Address, Telephone No. and E-mail.	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information I/We would not hold the use Institution responsible.

Authorized Signature of Firm / Agency

Date:

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp)

Date:

Signature of the Authorized Officer of Bank

1. Please attach a photocopy of cheque along with the verification obtained from the bank.
2. In case your Bank Branch is presently not "RTGS enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Institute at the earliest.