

TENDER DOCUMENT

FOR

**Hiring of Infrastructure Services
Sound, Light and Mandap**



At

**Sardar Vallabhbhai National Institute
of Technology, Surat**



**SARDAR VALLABHBHAI NATIONAL INSTITUTE
OF TECHNOLOGY, SURAT, GUJARAT-395007.**

(An Institute of National Importance, Ministry of Education,
Govt. of India)

SVNIT

SCHEDULE – A

Important Dates:

- | | | | |
|----|----------------------------------|---|---------------------|
| 1. | Downloading the Tender Document | : | 02.08.2023 |
| 2. | Last Date of Receipt of Tender | : | 28.08.2023, 5.00 PM |
| 3. | Date of Opening of Technical Bid | : | 29.08.2023, 5.00 PM |

NOTES:

1. Bidders should download the tender document from the Institute's website www.svnit.ac.in under section: Tenders and Enquiries and Central Public Procurement Portal (e-publishing) <https://eprocure.gov.in/epublish/app>
2. Bidders may send their offer by **Hand Delivery/Courier/Post etc.** mentioning over the envelope **Hiring of Infrastructure Services- Sound, Light and Mandap**. However, SVNIT, Surat accepts no responsibility for offers received after the due time and date.
3. **Infrastructure Services- Sound, Light and Mandap** is for various technical (Mind Bend, Hackathon etc.), cultural events (Sparsh, Kashish, Dasvidaniya, Festival celebration, social-cultural events etc.) and any other events organized by Institute as and when required throughout a year initially **for a period of two years. The tender may be extended further for two years based on the satisfactory performance of the bidder.** The complete filled bid document must reach the following address on or before **28/08/2023 by 05:00 PM** only.

**The Director,
Kind Attention: Dean (SW), Administrative
building,
S. V. National Institute of Technology,
Ichchhanath, Dumas Road, Surat
Pin code: 395 007, State: Gujarat.**

4. Bidder should sign and stamp all the pages of the duly filled tender document in the testimony of having read all the terms & conditions laid down in the tender document.
5. A demand draft of Rs 50,000.00/- (Rupees Fifty Thousand Only) towards refundable **Earnest Money Deposit (EMD)** from a **Nationalized/Public Sector/Private Sector Bank** in favour of "**Director, SVNIT, MHRD Fund**" payable at **Surat** placed in a separate envelope marked "**Earnest Money Deposit**" (EMD) should accompany tender bid documents. The demand drafts

should be valid for **90 days**. The tender will not be considered for evaluation without EMD. The EMD of the successful bidder will be returned to them within 60 Days without any interest after deployment of services. The EMD of unsuccessful bidders will be returned to them at the earliest and latest on or before the 45 days after the award of the contract. No interest will be paid on the EMD submitted by the bidders.

6. The **Technical Bid Cover** includes Signed copy of **Annexure II, Annexure – IV, IV(A) & IV(B), Annexure –V ,V(A),V(B),VIII** Proof of Payment of EMD/Demand Draft. The Demand Draft of **EMD** placed in a separate cover. The **Separate sealed covers** of **Technical Bid & EMD** shall be put together in a **Single Sealed Cover**. The **Price Bid Cover** includes the **BOQ/Annexure – VI(A,B,C)** shall be put together in a **separate Single Sealed Cover**. Both the **Technical Bid Cover** and **Price Bid Cover** should be placed in the Single sealed envelope while submitting the Bid.
7. **All Documents attached for claiming the Proof under Technical Bid should be self- attested and attached strictly as per the sequence of the schedule serial only, otherwise tender documents will not be considered for further evaluation.** All documents should be prepared and the bidder should fill the marks as per the attached proof.
8. **Award of the contract:**

L1 will be decided on the basis of price quoted by the bidder for Infrastructure Services-Sound, Light and Mandap **independently** not on the total price quoted for all three Infrastructure Services-Sound, Light and Mandap combinedly.

Being L1 will not be the sole criteria for eligibility for award of contract. The feasibility of the price determination method adopted by the bidder will be examined by the committee on scheduled date & time and pertaining bidder needs to be present in front of the committee to explain the same.

The qualification and disqualification of financial bid evaluation will be decided by the committee. And the decision of the committee will be final and binding to all bidders.

In case two or more bidder is L1 any Infrastructure Services-Sound, Light and Mandap independently than the work will be awarded on the basis of **HIGHER AVERAGE TURNOVER** of last three financial Year (**2019-2020, 2020-21 and 2021-2022**), if required for tie- breaking, the Turnover of 2021-22 can be used for Breaking the Tie. If further, required for tie- breaking, the Turnover of 2020-21 can be used for breaking the Tie. If further, required for tie- breaking, the Turnover of 2019-20 can be used for breaking the Tie. If the tie still persists, then the merit list will be decided by either a toss of a coin (in case of tie-breaking amongst two) or a draw system (in case tie-breaking amongst more than two) in the presence of the concerned bidders.

9. Not, withstanding the above, the Institute reserves the right to accept or reject any tender and to cancel the bidding process and reject all the quotations at any time prior to the award of the contract.
10. Payment will be made after completion of the work upon the certification from the concerned officer.

11. The bidder who has been awarded **L1** after opening the financial bid will not be permitted to make any changes in the prices. Also, if the bidder is not able to fulfil the contract requirement, a penalty of 200% of the quoted price will be imposed by the SVNIT on the bidder. The bidder has to deposit the amount within a week of awarding the work.
12. The bidders whose bid is accepted will be notified of the award of the rate contract by the institute. The terms and conditions of the accepted offers shall be incorporated in the contract.
13. The submitted tender should be valid for **90 Days** from the tender due date.
14. All disputes shall be subject to Surat Jurisdiction only. The contract involves Hiring of Infrastructure Services-Sound, Lights and Mandap for various technical (Mind Bend, Hackathon etc.), cultural events (Sparsh, Kashish, Dasvidaniya, Festival celebration, social-cultural events etc.) and any other events organized by Institute as and when required throughout a year having different requirements in terms of number of items and its quantity with the same rate per unit per day as per the tender. **It is to be noted that the major events may have 2-5 days celebrations.**

Note: Bidders who do not comply with any point of the tender document will be treated irresponsibly. No communication will be made, and allotment will be offered to the next bidder in the merit list.

Director

Tender for Hiring of Infrastructure Services- Sound System, Light and Mandap

1. Sealed Tenders are invited through CPP Portal (e-publishing) of Ministry of HRD, Govt. of India <https://mhrd.euniwizarde.com/> from interested and eligible firms/companies/ proprietors/individuals for award of a light and sound arrangement contract on the following terms and conditions.

A.	List of Items required (Sound, Light, Mandap)	Annexure – I
B.	Checklist of Tender	Annexure – II
C.	Instruction of Tenders	Annexure – III
D.	Letter of Undertaking (A) Format of particulars of tender. (B) Format for NON-BLACKLISTING of supplier	Annexure – IV IV(A) ,and IV (B)
E.	Form for financial capacity description Form A :Format for Bank Account details of the bidder Form – B :Solvency Certificate	Annexure - V,V(A) &V(B)
F.	Price bid/quoted price format	Annexure – VI
G.	General Conditions of Contract	Annexure – VII
H.	Scan and Signed copy of Integrity Pact	Annexure – VIII
I.	Special Condition of Contract	Annexure – IX

2. Important Dates and availability of tender documents

a.	Last date of submission of tender 28/08/2023 by 05:00 PM through offline mode.
b.	Download the tender documents: Website of SVNIT: www.svnit.ac.in and Central Public Procurement Portal (e-publishing) https://eprocure.gov.in/epublish/app
c.	Opening of Technical Bid of the tender on 29/08/2023 at 5:00 PM at the office of Dean (SW), Administrative Building, SVNIT
d.	Tender document: www.svnit.ac.in and https://eprocure.gov.in/epublish/app

3. Nature and Scope of Work

- (i) The contract involves Hiring Infrastructure Services- Sound, Light and Mandap for various technical (Mind Bend, Hackathon etc.), cultural events (Sparsh, Kashish, Dasvidaniya, Festival celebration, social-cultural events etc.) and any other events organized by Institute as and when required throughout a year initially for a period of two years. The tender may be extended further for two years based on the satisfactory performance of the bidder.
- (ii) The contract price is inclusive of all taxes and duties per day per item including GST. The bidder has to bear all incidental cost/tax connected to the execution of the contract.
- (iii) The tender may be cancelled without assigning any reason and EMD shall be returned within 45 days of cancellation of the Tender.
- (iv) Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- (v) Bringing in outside influence or entering into unsolicited correspondence/communication will entail rejection of tender and a proceeding for blacklisting.
- (vi) The qualification and disqualification of financial bid evaluation will be decided by the committee and the decision of the committee will be final and binding to all bidders.
- (vii) The list of items for Hiring Infrastructure Services is mentioned in the following annexures.

Items	Annexure Numbers
Sound	Annexure- I (A)
Light	Annexure- I (B)
Mandap	Annexure- I (C)

4. Eligibility

- (i) **Status:** The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidders in the form of JV/consortium may be permitted. A proof of status should be submitted by the bidder.
- (ii) **Financial Capacity:** The bidders should have the minimum average turnover of Rupees **Fifteen Lakhs** during the last three financial years (i.e. F. Y. 2019-2022). Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and/or capable to sustain itself financially till bills are processed & payment released.
- (iii) **Experience:** At least two years' experience in similar work in IITs/NITs/IITs/Centrally funded University/State University/Government Funded organization.
- (iv) **Registration:** The Bidder should be registered under GST Act, the labour laws (should have valid labour license), Employees Provident Fund Organization, Employees State Insurance Corporation (**as applicable**).
- (v) Latest Solvency Certificate Minimum of Rs. 20 Lakh in a prescribe format is required from any scheduled or nationalized bank (issued after date of publication of this tender). (ANNEXURE V(B))

(vi) A certificate (Affidavit) to be signed by MD / CEO of the company that they have not been debarred or blacklisted for any services, supplies or products dealing in, by any organizations or educational institute/ university or state/ central government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them. (ANNEXURE IV(B))

Annexure-I (A)

List of Items Required under Rate contract for Providing Infrastructure -Sound

Sr. No.	Description of items	Quantity (in Numbers) (Approx.)
1.	15-inch Single Speaker	15
2.	15-inch Double Speaker	10
3.	Wireless microphone	10
4.	Wired microphone	15
5.	Stand microphone	10
6.	HDL 20 TOP	24
7.	HDL 20 BASS	24
8.	Stage Monitor	6
9.	Amplifier	6
10.	Top	6
11.	Bass	6
12.	Sound @Library	2 TOP +2 MIC
13.	Portable Speaker	2 + 2MIC
14.	Portable Speaker	1+ 1 MIC
15.	Box Truss (sq. feet)	60*40

Annexure-I (B)

List of Items Required under Rate contract for Providing Infrastructure -Light

Sr. No.	Description of items	Quantity (in Numbers) (Approx.)
1.	Series Light (in Meter)	500
2.	Fudge Light	30
3.	LED Screen (10 ft x10 ft)	1
4.	Scaffolding	15
5.	Metal Light	100
6.	Stall Plug Point	25
7.	Stall Lights	25
8.	Par Light	15
9.	GEN SET (250 kV)	01
10.	GEN SET (125 kV)	02
11.	Bulb and Holder	10
12.	CO2 JET (SFX)	2
13.	Sparcular	4
14.	Jumbo Blower	1
15.	CO2 GUN	1
16.	Cold Pyro	20
17.	Sharphy	15
18.	LED Par	30
19.	Blender	2
20.	Strobe Lights	4
21.	Moving Head	4
22.	Haze Machine	2
23.	Follow Spot	2

Annexure- I - C

List of Items Required under Rate contract for Providing Infrastructure -Mandap (Tent) Work

Sr. No.	Description of items	Qty Nos) (APPROX)	
1.	Truss gate	3	/ per gate
2.	STAGE with 6 feet height	50*32	/sq feet
3.	STAGE with 3 feet height	20*10	/sq feet
4.	Ramp	16*8*6	/sq feet
5.	Truss backdropblack masking	12*50	/sq feet
6.	Led platform with blackmasking	4*50	/sq feet
7.	Black partition Masking	1500 rft	/running feet
8.	Green carpet	150*100	/sq feet
9.	Red woolen carpet	50*32	/sq feet
10.	Plastic chairs (with cover)	500	____No.
11.	Plastic chairs without cover	1500	____No.
12.	VIP sofa (3 seater)	50	____Sofa
13.	VIP sofa (1 seater)	10	____Sofa
14.	Stalls (10x10) ft	25	/sq feet
15.	Console platform	10*20	/sq feet
16.	Mojo barigates	250	/running feet
17.	Service table with frill (rectangle- height 2.5feet) 2*5	150	____table
18.	Service table with grills (rectangle) (2.5*5)	100	____table
19.	Service table with grills (round)	25	____table
20.	White partitions	100 FT	____ /running feet
21.	Bamboo barigates	500 FT	/running feet
22.	Mandap	16*16	/sq feet
23.	Framing partition	300 FT	/running feet
24.	Mattress, pillow and bedsheet	150	/set
25.	Wash basin	05	/No.
26.	Railing grills(2.5 ht)	300 FT	/running feet
27.	Tipoi	05	/No.

Annexure – II

CHECKLIST FOR TENDERER

Sr. No.	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the EMD of Rs 50,000.00/- (Rupees Fifty Thousand Only) to Office of Dean (SW).		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document?		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached a self-attested copy of the documents to show the financial status of the tenderer?		
7.	Registration with Government bodies like IT,ESIC, EPF Labour License, and Legal Entity as applicable.		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. / etc. If any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed Format in the tender document.		
12.	Have you submitted the tender documents in two parts within the respective cover in the office of Dean SW.		

Signature of Tenderer

ANNEXURE – III

SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, SURAT

INSTRUCTIONS TO TENDERERS

1. The tenderer shall submit the tender in two parts to the office of Dean (SW) consisting of Part-I (technical) and Part-II- Financial Bid (i.e., BOQ/Price Bid) each in separate cover. The **EMD of Rs 50,000.00/- (Rupees Fifty Thousand Only)** and need to be submitted along with the tender to Office of Dean (SW) in a sealed cover. The EMD of the successful bidder will be returned to them within 60 Days without any interest after deployment of services. The EMD of unsuccessful bidders will be returned to them at the earliest and latest on or before the 45 days after the award of the contract. No interest will be paid on the EMD submitted by the bidders. Tenders not accompanied with EMD shall be considered as invalid and rejected.
2. Within twenty one (21) days from date of issue of service order, the successful vendor shall submit the **Performance Security amount Rs. 100000 (ONE LAC RUPEES)** of the contract value valid till 60 days beyond the completion of contract period in the form of a Demand Draft/Bank. Guarantee should be drawn in favour of “**Director, SVNIT, MHRD Fund**” payable at **Surat. No interest will be payable on performance security deposit.**
3. Duly filled in tenders are to be submitted to the Office of Dean (SW) within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
4. The Part-I offer of those Tenderers, whose EMD is found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the offer will be considered as invalid and other parts will not be opened.
5. The tender shall be **valid for 90 days** for acceptance from the date opening of the price bid & withdrawal in between shall entail the forfeiture of Earnest Money.
6. Tenders not received in the prescribed forms as specified in the invitation will be liable for rejection.
7. The Tenderer(s) shall duly fill in all particulars in the format as at **Annexure- IV(A)** and it shall form part of tender document under Techno-Commercial bid non- submission of duly filled in & signed form of tender shall render the tender invalid.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions (SCC) of Contract & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the “Schedule of Rates” with the Letter of Acceptance and Work Order for awarding of the work and Bidder’s Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The Later shall prevail.
9. Bidders registered with any of the following agencies/ bodies as per public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
 - i) Khadi and Village Industries Commission (KVIC)
 - ii) National Small Industries Corporation (NSIC)
 - iii) Any other body specified by Ministry of MSME/GOI

10. The Bidder has to take utmost care to check the availability of required electrical connections and safety.
11. If any dispute arises regarding payment of wages and other statutory dues to the workmen deployed at SVNIT, SVNIT will NOT be held responsible for that under any circumstances. All bidders must take these into account at the time of bidding.
12. SVNIT will not pay the development charges or interest rates under no circumstances.
13. Any theft or damage caused due to negligence of the bidder shall be borne by the bidder. Appropriate amount of penalty after due consideration and hearing will be imposed by the Competent Authority of SVNIT, Surat and the same shall be deducted from the bill of the bidder.
14. The bidder shall be solely responsible for the conduct of his / her workers and in any case of any complaint against any of his/her staff, the service provider will be under obligation to change the worker concerned. The bidder shall observe all the relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not and cannot hold any responsibility with regard to workers of contractor whatsoever
15. **The Mandap is to be furnished in afternoon day before the function. However, the payment of bill will start from date of function.**
16. The Tenderers shall furnish the following documents as part of Technical Bid.
 - a) Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. along with following documents:
 - (i) In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - (ii) In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - (iii) In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid-up capital.
 - (iv) In case of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co- Operative societies.

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

- b) Tender by a partnership firm shall be signed in the firm's name by one of the partners duly authorized by other partners. Tender by Joint Stock Company shall be signed in the name of the company, by a person duly authorized on its behalf. A power of attorney or other satisfactory proof showing that the person signing the tender document on behalf of the company is duly authorized to do so, shall accompany the tender. Tender submitted without furnishing the full particulars or tender documents without strictly adhering to the directions given herein shall be rejected.
- c) Bidder should provide undertaking whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as bidders in SVNIT or any Government Department/Public Undertaking has been:
 - (i) Black listed.
 - (ii) Removed from the approved list of bidders.
 - (iii) Demoted to lower class of job.
 - (iv) Under Orders for banning of suspending business with him/ them. If yes, give the details indicating the period.

17. Banning of Business Dealings

- a) If it is found during processing of the Tender or execution of contract the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban or any further business dealings shall be imposed for a specified period.
- b) If it is found during the validity of the Contract that the bidder or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the NIT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.

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

19. Documents to be submitted

- a) RPFC Registration Code Number, if any:
- b) Registrations with ESI, if applicable.
- c) Income Tax Return preceding 3 years. Financial Year 2019-2020, 2020-2021, 2021-2022 for preceding three years from the date of tender.
- d) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the Mandate Form. (AS PER ANNEXURE IV AND V)
- e) Copies of Permanent Account Numbers (PAN Card).
- f) GST Registration Number and copy of Certificate of Service Tax registration.
- g) Copies of Labour Licence particulars under Contract Labour (Regulations and Abolition) Act, 1970 held under Previous Contract, If Any.

20. Bid Opening Procedures

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

21. Clarification on Technical Bid Evaluation

- a. The techno-commercial bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Institute may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Institute shall not be considered.
- b. If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.
- c. Institute also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.
- d. SVNIT, Surat reserves the right to reject any tender/bid wholly or partly without assigning any reason

22. Technical Bid Evaluation

The Bidder has to quote mandatory for all the items provided in the BOQ. Techno-commercial bids will be evaluated based on submitted documents. The committee of SVNIT will prepare a list of firms based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of only technically qualified bidders will be opened on a later date to be notified on the Institute website or informed through mail

23. Financial Bid Opening Procedure

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

24. Financial Bid Evaluation

- a. L1 will be decided on the basis of price quoted by the bidder for Infrastructure Services-Sound, Light and Mandap independently not on the total price quoted for all three Infrastructure Services-Sound, Light and Mandap combinedly.
- b. Being L1 will not be the sole criteria for eligibility for award of contract. The feasibility of the price determination method adopted by the bidder will be examined by the committee on scheduled date & time and pertaining bidder needs to be present in front of the committee to explain the same.
- c. The qualification and disqualification of financial bid evaluation will be decided by the committee. And the decision of the committee will be final and binding to all bidders.
- d. In case two or more bidder is L1 any Infrastructure Services-Sound, Light and Mandap independently than the work will be awarded on the basis of HIGHER AVERAGE TURNOVER of last three financial Year (2019-2020, 2020-21 and 2021-2022), if required for tie- breaking, the Turnover of 2021-22 can be used for Breaking the Tie. If further, required for tie- breaking, the Turnover of 2020-21 can be used for breaking the Tie. If further, required for tie- breaking, the Turnover of 2019-20 can be used for breaking the Tie. If the tie still persists, then the merit list will be decided by either a toss of a coin (in case of tie-breaking amongst two) or a draw system (in case tie-breaking amongst more than two) in the presence of the concerned bidders.

25. Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount/ quantity not shown in figures and words will be liable for rejection.

26. The rates quoted in the tender by the tenderer shall be in figure as well as in words. In case of discrepancy in the rate(s) amount between figure and words, the value written in words shall be taken as finally quoted rate(s) / amount.

27. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.

28. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.

29. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.

30. The successful tenderer shall make his own arrangement for all materials and

machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.

31. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
32. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
33. Authority of SVNIT Surat reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties (bidder).
34. Tender documents are not transferable.
35. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after floating date of the tender are not eligible for participating in the tender.
36. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SVNIT website and no change is made therein before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer SVNIT. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected
37. Before submitting the tender, the tenderer should ensure that the details/ documents are submitted as per the checklist.
38. The Director SVNIT, Surat reserves the right to withdraw/relax/interpret any of the terms and condition mentioned herein before; in such situation the tenderer shall be given sufficient time to take the change into account.
39. Director may accept or reject any or all the tenders/bids in part or in full without assigning any reasons. In case of any dispute, pertaining to tender/bids, the decision of the Director of this institute shall be final

40. **For any clarification:** Please contact:

Dr Jyoti Menghani
Associate Professor, Department of Mechanical Engineering
and Chairman, Tender Committee
Sardar Vallabhbhai National Institute of Technology
E-mail ID: jvm@med.svnit.ac.in
Mobile No.9428971929; Office No.0261-2201781

Date: _____ Signature of Tenderer with Organization
Stamp

Place: _____

Name: _____

Designation: _____

Annexure – IV

(Letter head of Tenderer)

Declaration Letter
(To be enclosed with the Technical bid)

To,
The Director,
Sardar Vallabhbhai National Institute of Technology, Surat,
Icchanath, Dumas Road, Surat -395007, Gujarat

Dear Sir,

Sub: Enquiry regarding at SVNIT, Surat

With reference to the above, I / We am / are offering for rates for the above Services.

I / We hereby reconfirm and declare that I / We have carefully studied the tender document including instructions, terms & conditions, specifications, and all the contents stated therein. Further I / We accept all the terms and conditions of the tender documents in bid form and this acceptance shall prevail over any other conditions, if any given in our bid.

The rates quoted are inclusive of all kind of Govt. Taxes and any other charges involved for all the items mentioned in the tender document if any such as packing, forwarding, transportation, insurance and any other cost incidental to delivery of services in Institute Canteen of SVNIT, Surat situated in opposite of SVNIT, Surat Campus.

I / We will be liable for forfeiture of my / our "SECURITY DEPOSIT" to SVNIT, Surat, in case I / We could not execute the awarded work. I / We will execute the work as per the rates quoted in the attached schedule for the entire period of contract or as mentioned in LOI/Work order and are also bound to undertake work by or the date specified in the letter of intent.

I / We have not been blacklisted by any of the firm / government agency.

Thanking you, yours faithfully, Encl: As stated

Signature of Tenderer or their Authorized Person

Date:.....

Full Name.....

Place.....

Company Seal.....

Note: The above declaration, duly signed and sealed by the authorized signatory of the firm/company, should be enclosed with the Technical Bid document

ANNEXURE – IV(A)

(ON LETTERHEAD OF THE FIRM)

Tender for the rate contract of providing the infrastructure (Light/ Mandap /Sound system) Initially for two years for the institute and departmental events at Sardar Vallabhbhai National Institute of Technology, Surat.

Detailed Particulars of the Tenderer:

Sr. No.	Particulars	
1.	Name of Agency/Firm/Proprietor	
2.	Full Postal Address	
3.	Email ID	
4.	Mobile No.	
5.	Other business of the firm	
6.	Office/residence Ph. No.	
7.	Office/Work Email ID	
8.	Fax no. (if any)	
9.	Names of Proprietor/Director/Partner	
10.	PAN No.	
11.	GST Registration No.	
12.	Labor License No.	
13.	Volume of business in the FY	
14.	Income Tax Certificate	
15.	Past experience in similar business (enclose relevant documents/ order copies of other organizations)	

Signature of Tender

ANNEXURE – IV(B)

(To be enclosed with the Technical Bid)

FORMAT FOR NON-BLACKLISTING OF SUPPLIER

I/ We _____ Proprietor/Partner/Authorized Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Deponent

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Deponent

Dated: _____

(Note: To be furnished on non-judicial stamp paper)

Annexure – V

FORM FOR FINANCIAL CAPACITY DESCRIPTION

Description	Financial Year		
	2019-20	2020-21	2021-22
Annual Turnover			

Signature of Tenderer

ANNEXURE – V (A)

(To be enclosed with the Technical Bid)

Format for Bank Account details of the bidder

Name of the account holder (bidder)	
Complete address	
Contact number	
Email address	

Bank Account details:

Bank name	
Branch name	
MICR number	
Account type	
Account Number	
Please re-type Account number again	
IFSC code of the Bank	

I 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 would not hold the Institute responsible for this.

I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Seal and signature of the bidder.

Certification from the banker:

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

Seal and signature of the authorized officer of the bank

ANNEXURE – V (B)

Solvency Certificate

[Format for Solvency Certificate-Issued after the date of publish of tender]
(To be enclosed with the Technical Bid)

To
The Director,
Sardar Vallabhbhai National Institute of Technology, Surat
Ichhanath, Dumas Road,
Surat - 395007, Gujarat

Solvency Certificate

This is to certify that to the best of our knowledge and information,
M/s..... (address) customer of our
bank is respectable and be treated as good for an engagement up to a sum of
Rs..... (Solvency amount) only as on.
..... (Date of Certificate).

This Certificate has been issued without any risk and responsibility on the part of the Bank
or any of its officers. This certificate is issued at the specific request of the customer.

Yours faithfully,

For..... Bank

Bank Officer with designation

ANNEXURE-VI

Rate contract for Hiring of Infrastructure Services- Sound System, Light and Mandap

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

Annexure-VI (A) SOUND SYSTEM

Sr. No.	Description of items	Qty (Nos) (APPROX.)	Offered rate per unit per day	GST @ ___%	Total Amount
1	15-inch Single Speaker	15			
2	15-inch Double Speaker	10			
3	Wireless microphone	10			
4	Wired microphone	15			
5	Stand microphone	10			
6	HDL 20 TOP	24			
7	HDL 20 BASS	24			
8	Stage Monitor	6			
9	Amplifier	6			
10	Top	6			
11	Bass	6			
12	Sound@Library	2 TOP +2 MIC			
13	Portable Speaker	2 + 2MIC			
14	Portable Speaker	1+ 1 MIC			
15	Box Truss (sq. feet)	60*40			

Annexure-VI-(B) LIGHTS

Sr.No.	Description of items	Qty (Nos) (APPROX)	Offered rate per unit per day	GST @ ____%	Total Amount
1	Series Light (in Meter)	500			
2	Fudge Light	30			
3	LED Screen (10 ft x10 ft)	1			
4	Scaffolding	15			
5	Metal Light	100			
6	Stall Plug Point	25			
7	Stall Lights	25			
8	Par Light	15			
9	GEN SET (250 kV)	01			
	GEN SET (125 kV)	02			
10	Bulb and Holder	10			
11	CO2 JET (SFX)	2			
12	Sparcular	4			
13	Jumbo Blower	1			
14	CO2 GUN	1			
15	Cold Pyro	20			
16	Sharphy	15			
17	LED Par	30			
18	Blender	2			
19	Strobe Lights	4			
20	Moving Head	4			
21	Haze Machine	2			
22	Follow Spot	2			

Annexure- VI (C)
MANDAP (TENT) WORK

Sr. No.	Description of items	Qty Nos) (APPROX)	Unit	Offered rate per unit per day	GST @ ___%	Total Amount
1	Truss gate	3	/ per gate			
2	STAGE with 6 feet height	50*32	/sq feet			
3	STAGE with 3 feet height	20*10	/sq feet			
4	Ramp	16*8*6	/sq feet			
5	Truss backdropblack masking	12*50	/sq feet			
6	Led platform with black masking	4*50	/sq feet			
7	Black partition Masking	1500 rft	/running feet			
8	Green carpet	150*100	/sq feet			
9	Red woolen carpet	50*32	/sq feet			
10	Plastic chairs (with cover)	500	___No.			
11	Plastic chairs without cover	1500	___No.			
12	VIP sofa (3 seater)	50	___Sofa			
13	VIP sofa (1 seater)	10	___Sofa			
14	Stalls (10x10) ft	25	/sq feet			
15	Console platform	10*20	/sq feet			
16	Mojo barigates	250	/running feet			
17	Service table with frill (rectangle)- 2.5 x 2 x 5 (HWL)	150	___table			
18	Service table with grills (rectangle) 2.5 x 2 x 5 (HWL)	100	___table			
19	Service table with grills (round)	25	___table			
20	White partitions	100 FT	___/running feet			
21	Bamboo barigates	500 FT	/running feet			
22	Mandap	16*16	/sq feet			
23	Framing partition	300 FT	/running feet			
24	Mattress, pillow and bedsheet	150	/set			
25	Wash basin	05	/No.			
26	Railing grills(2.5 ht)	300 FT	/running feet			
27	Tipoi	05	/No.			

ANNEXURE-VII

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology Surat. (in short-SVNIT)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means “the Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of NIT-Surat or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **SVNIT** means Sardar Vallabhabhai National Institute of Technology, Surat represented through authorized officer for this contract or Director as the case may be.
10. **Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, and Warden, HOD of NIT authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of what so ever nature required in course of the execution of the contract.
13. **Notice in writing** or written notice including notice in digital mode means a notice in written, typed or printed characters sent or emailed (unless delivered personally or otherwise proved to have been received) by registered post /courier (with POD) to the notified address or the Registered office of the addressee, or the bidder’s site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other

stipulations incorporated in any part of the tender document and / or agreement.

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

B. RESPONSIBILITIES OF NIT OFFICIALS

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

C. ASSIGNMENT AND SUB-CONTRACTING

- 21.** The bidder shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of the Engineer.
- 22.** The bidder shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the act's defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.
- 23.** In case the bidder fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SVNIT reserves the right to impose penalty as deemed fit.

D. CONTRACT DOCUMENTS

- 24. 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 representative who shall thereupon issue to the bidder instructions / directions indicating the manner in which the work is to be carried out.
- 25. Further instructions:** The representative of SVNIT shall have full power and

authority as delegated to him to issue to the bidder, 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 bidder(s) shall carry out and be bound by such further instructions.

E. TERMINATION OF CONTRACT

- 26.** If the services of the bidder are not found satisfactory, they will be issued two months' notice for improvement by the SVNIT Authority. If satisfactory improvement is not found even after this notice a final one month's notice will be issued to the bidder by the SVNIT authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 27.** In case the bidder is required to (or decide otherwise) to discontinue the contract, he/she should give at least three months' notice to SVNIT and shall remain essentially working for the said period of notice, till alternate arrangements are made
- 28.** In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving one-month notice.
- 29.** The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.
- 30.** In case of breach of any terms and condition attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited, beside annulment of the contract or other lawful action that may be taken against the bidder.
- 31.** At any time during the period of the contract, if it comes to the notice of the Institute that the service provider has misled this Institute by way of giving false / incorrect information which has been material in award of the contract, the contract shall be liable to termination without any notice besides other legal actions legal actions as per law.
- 32.** The contractor shall give vacant premises to the SVNIT, Surat and return all the equipment/fixtures and other items, facilities etc., once the contract period is over or terminated

F. GENERAL OBLIGATIONS OF THE BIDDER

- 33. Sufficiency of tender:** The bidder shall be deemed to have satisfied him self before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.
- 34.** A Integrity pact to maximise transparency between SVNIT and bidder is to be signed. (ANNEXURE VIII)
- 35.** Latest Solvency Certificate Minimum of Rs. 20 Lakh in a prescribe format (ANNEXURE V(B)) is required from any scheduled or nationalized bank (issued after date of publication of this tender).
- 36. Bankruptcy and breach:** A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation, absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of NIT Surat or it is found that the contractor

- a) Has abandoned the contract or
- b) Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 7 days after receiving written notice to proceed or,
- 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.

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

37. Illegal gratification , breach of contract: The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by NIT in any way directly or indirectly interested in the contract or if the Contractor has committed a breach of any of the terms of the contract.

- a) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid).
- b) **Final Certificate** The contract shall not be considered as completed until a Final Certificate has been signed and issued to the bidder stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.
- c) **Notice**
 - (i) **Service of notice on bidder:** Any notice given to the bidder under the terms of the contract shall be served on his representative by registered post / courier / etc. or by hand or its Registered office or at the Contractor's site office.
 - (ii) **Service of notice on SVNIT:** Any Notice to be given to SVNIT under the terms of contract shall be served by sending the same by Registered Post / courier / etc. at the Office of Dean (SW), SVNIT, Surat - 395007.
 - (iii) **Change of address:** Any change of address of the bidder shall immediately be notified to the Engineer/ Rep. of SVNIT.

d) **Safety**

- (i) The bidder will be responsible to ensure safety of the people working under them. SVNIT shall not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them and submit a proof to this effect
 - (ii) Except in special circumstances (to be recorded in writing and with due approval) the bidder will not be allowed to employ subcontractor / petty contractors.
 - (iii) If required contractors will employ a supervisor with specifically assigned duties for ensuring safe working and will inform in writing.
 - (iv) All damages/breakage to the equipment/inventory in the charge of the bidder, if caused due negligence of the bidder's employee, the cost or repair/replacement of the equipment will be borne by the bidder. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard will be decided at sole discretion of SVNIT, Surat
- e) For violation of safety norms, a penalty may be imposed on the bidder. The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

38. Policing of the work:

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

(ii) Bidder shall ensure that staff deployed in all services is free from any infection or communicable disease, Smoking, eating or chewing pan/tobacco/zarda/gutka/mawa etc., , spitting is strictly prohibited. Consumption or possession or supplying any liquor/alcohol or any sort of intoxicated drink, spitting is strictly prohibited. Consumption or possession or supplying any liquor/alcohol or any sort of intoxicated drink

(iii) All damages/breakage to the equipment/inventory in the charge of the bidder, if caused due negligence of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the bidder. Whether the damage/breakage has been caused due to negligence or normal wear and tear shall be heard and will be decided at sole discretion of SVNIT Surat

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

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

- (i) Payment of wages Act. (Linked to Govt. of India)
- (ii) Minimum wages Act. (Linked to Govt. of India)
- (iii) Maternity benefit Act. (Linked to Govt. of India)
- (iv) Shops & commercial establishment Act.
- (v) EPF act
- (vi) ESI Act.
- (vii) Contract labour (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.

41. The bidder shall not allow any visitor on the work sites, without the prior permission of SVNIT.

42. Order will be placed to one party on the basis of L-1 quotation. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

If a tenderer quotes unworkable rates and is considered for placement of order, the party will be asked to justify the rate quoted and will have to give a performance Guarantee Bond (in addition to the EMD) in the form of bank draft/ bank guarantee. The amount of performance guarantee bond will be Rs. 100000 (RUPEES ONE LAC) at the time of placement of order. Earnest money of the tenderers who refuse to give performance guarantee bond will be forfeited and they will not be considered in re-tendering if order/contract is not finalized from the present tender.

43. ARBITRATION

- (i) **Reference of Disputes to Conciliation /Arbitration:** All disputes or differences arising out of the contract, except disputes or differences for which separate provisions for their resolution have been made in the contract ('excepted matters'), shall be settled by Conciliation or Arbitration in accordance with the Arbitration and Conciliation act, 1996, and the provisions made herein after in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.
- (ii) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, NIT Surat.

Upon receipt of notice for arbitration, Director SVNIT shall support three names to the Contractor to select one of them to act as sole Arbitrator.

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

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose

to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

- (iii) The arbitral tribunal shall be free to determine its own rules of procedure, which it shall state at the beginning of the arbitral proceedings, and shall follow such procedure thereafter.
- (iv) Arbitrators(s) may, in consultation with the parties, also determine the manner of taking evidence, the summoning of expert evidence, and all such matters for the expeditious disposal of the arbitration proceedings. The arbitrator shall be entitled to fees as may be agreed by the parties and also the expenses as per actual. The seat of the tribunal shall be at Surat, but if necessary, the tribunal can hold the proceedings at other places, for convenience in recording evidence.

44. Work to continue during Conciliation / Arbitration: Work under the contract shall be continued by the Contractor during the arbitration proceedings and recourse to arbitration shall not be a bar continuance for the work.

45. AMENDMENT: Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged therewith or its duly authorized representative.

46. JURISDICTION: The competent court at Surat shall have the exclusive jurisdiction upon any matter arising out of this contract.

BID PREPARATION

1. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

BID SUBMISSION

1. Bidders have to submit the bid to the Office of Dean (SW).

AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

Annexure – VIII
INTEGRITY PACT

To,
The Director,
Sardar Vallabhbhai National Institute of Technology,
Ichchhanath, Surat, Gujarat-395007.

Tender Reference No.: _

Name of Tender / Work: -

Dear Sir/Madam,

It is here by declared that SVNIT Surat is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of the tender/bid documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Sardar Vallabhbhai National Institute of Technology, Surat.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form D 1

[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONG WITH BID DOCUMENTS]

To,
The Director,
Sardar Vallabhbhai National Institute of Technology, Surat, Gujarat-395 007

Tender Reference No.: _

Name of Tender / Work: -

Dear Sir,

I / We acknowledge that SVNIT Surat is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender / bid documents, failing which I / We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by SVNIT, Surat. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, SVNIT, Surat shall have unqualified, absolute and unfettered right to disqualify the tendered /bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form D2

(To be signed by the bidder and same signatory competent / authorized to sign on the relevant contract on behalf of Sardar Vallabhbhai National Institute of Technology, Surat)

INTEGRITY AGREEMENT

This integrity Agreement is made at On this day of
20.....

BETWEEN

The SardarVallabhbhai National Institute of Technology, Surat represented through Director, Sardar Vallabhbhai National Institute of Technology, Surat
(hereinafter referred as the 'Principal/Owner', (Address of Division) 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successor and permitted assigns)

AND

.....(Name and Address of the Individual/ firm / Company)
through hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contactor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for at SVNIT, Surat." (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment the Principal / Owner

- (i) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
- (ii) No employee of the Principal / Owner, personally or through any of his / her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (iii) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (iv) Principal/owner shall Endeavour to exclude Form the Tender process any person, whose Conduct the past has been of biased nature.

- (v) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition it can also initiate disciplinary actions as per its internal laid down policies and procedures.
- (vi) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (POC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s) / Contractor(s)

- (i) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or coercion or collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (ii) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PoC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer ' . lie shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (iii) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (iv) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practices means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
- (v) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal /Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (i) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (ii) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (iii) Criminal Liability: If the Principal/Owner obtains knowledge of conduct a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the Tender process.
- (ii) if the Bidder makes incorrect statement on this subject. he can be disqualified from the "tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (iii) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (i) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub-vendors.
- (ii) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (iii) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of Sardar Vallabhbhai National Institute of Technology, Surat.

Article 7: Other Provisions

- i. This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- ii. Changes and supplements need to be made in writing. Side agreements have not been made.
- iii. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- iv. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- v. It is agreed tern and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8: Legal and Prior Right

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal / Owner)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1)..... (Signature, name and address)

2)..... (Signature, name and address)

Place:

Date:

ANNEXURE - IX

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

Hiring of Infrastructure Service (i.e., Sound System, Lights and Mandap) for Institute and departmental events as and when required during initially for a period of two years. The tender may be extended further for two years based on the satisfactory performance of the bidder. in Sardar Vallabhbhai National Institute of Technology, Surat. The associated responsibilities and deliverables are listed, as follows:

Sl. No.	Deliverables Required	Specifications
1.	The firm/agency should provide sound and light for the above events as per the schedule given in Annexure – I.	As per requirement
2.	Institute will provide only space for the above event.	As per requirement
3.	Transportation of material is the own risk of the Firm/Agency.	As per requirement
4.	Institute will not be liable to give Lodging facility and serve food to the Agency/Firm.	As per requirement
5.	Materials vehicles should be entered into the Institute with prior permission of competent authority.	As per requirement
6.	Institute will not be responsible for any damage in the material provided.	As per requirement
7.	Institute will not be responsible for any missing items provided by bidders.	As per requirement

1. The firm/Agency should quote for each item. If any firm/Agency does not quote for all the items as per the schedule, then their quotations will be rejected.
2. All the specifications of the requirements marked as "as per list's requirement or convenience" should be finalized after consulting the concerned authority.
3. The tender document should include all the costs as per deliverables mentioned above and any other charges added, including all taxes applicable.
4. The firm is required to provide its GSTIN number, Company's registration certificate, previous work order copies, income tax certificates and all relevant supporting documents.
5. The institute has the sole right to cancel the event/quotation at any time with/without any prior notice.
6. **The items listed may vary, it may increase, decrease, or remove. Bill will be prepared as per the actual items utilised.**

B. LIQUIDATED DAMAGES

The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the agency/firm/contractor shall be liable for **liquidated damages** subject to **a maximum limit of 50% of the contract value**.

C. PERFORMANCE SECURITY

Within Twenty (21) days from date of the issue of service order, the firm has to submit a performance security of Rs. 100000(ONE LAC RUPEES) to be submitted from an Indian Scheduled Bank in the form bank guarantee valid upto sixty (60) days beyond the completion of contract period. No interest will be payable on the Performance Security deposited. In case bidder fails to provide satisfactory service within the contract period, the Performance Security submitted by the firm is liable to be forfeited.

D. RISK AND COST

1. Neglect or failure on the part of the bidder to execute the work will be carried out by alternate source at the risk and cost of the bidder and to the extent of alternate execution, the contract will be deemed to be terminated either in part or in full.

E. PAYMENT TERMS:

- i. Payments against on-account bills shall be released through a crossed account payee cheque/RTGS after completion of the event. For this purpose, the Firm/Agency should give the details of the name of the bank, branch, Account no and IFSC code.
- ii. Payment shall be regulated as per terms of contract.
- iii. Deduction of applicable taxes will be made including TDS & certificate will be issued by the finance & accounts department for such deductions.
- iv. The Institute in any/either situation will not be under any obligation to pay compensation or make good the payment for the notice period, for which services are not rendered.

F. **Work to the satisfaction of SVNIT**: The contractor shall execute the work efficiency and complete it in all respects in accordance with the contract terms and conditions and shall comply with and adhere strictly to the instructions and directions on any matter in accordance to the terms of the contract.

G. **Security Deposit**: EMD amount will be converted as Security Deposit and will be refunded after expiry of the contract. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

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

LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

Sr No.	Documents
1	Check list for Tenderer Annexure-II DD of Earnest Money Deposit (EMD)
2	Letter of Undertaking and Format of Particular of tender Annexure- IV , Details particular of tenderer, Black listing IV(A) & IV(B)
3	Capacity SOLVANCY certificate, Annexure – V, V(A) &V(B) Integrity Pact between SVNIT and contractor Annexure – VIII
4	BoQ/Price BID Annexure VI (A, B, C)
