



सरदार वल्लभभाई राष्ट्रीय प्रौद्योगिकी संस्थान, सूरत
**SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, SURAT,
GUJARAT-395007.**

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

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NOTICE INVITING TENDER

The Director, SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, SURAT, invites online bids as per the **Two Bid System** through CPP (e-publishing) Portal at <https://eprocure.gov.in/epublish/app> /Institute website at https://www.svnit.ac.in/web/notice_events_tenders.php?tag=tenders for '**Running a General Store at SVNIT, Surat**'. The invitation to tender, tendering conditions, general conditions of contract, special conditions of contract, and additional conditions of contract, if any, which will govern the contract pursuant to the tender are attached.

Bidders interested to submit a bid are requested to go through the contents of the NIT document and ensure that the bid is submitted online on or before the due date and time indicated in NIT and as per technical specifications and terms and conditions indicated herein and upload digitally signed or ink signed undertaking Form.

Member Secretary,
Tender Committee, General Store For and
on behalf of the Director, SVNIT

Tender Notice No.CS_09/General Store/23-24

Tender for Running a General Store at SVNIT, Surat

Sardar Vallabhbhai National Institute of Technology, Surat, an Institute of National Importance, invites online bids as per **Two Bid System** through CPP (e-publishing) Portal from reputed agencies engaged with proven record of accomplishment, for provision of **Running a General Store at SVNIT, Surat**, in the main campus of SVNIT, Surat at Surat, Gujarat.

The contract period will be initially for a period of three (03) years and extendable up to two (02) more years subject to satisfactory performance.

Bidders can download complete set of bidding documents from e-procurement Platform through <https://eprocure.gov.in/epublish/app> from **10-01-2024** onwards. Bidders need to submit the bids offline for the interested items by uploading all the required documents through at <https://eprocure.gov.in/epublish/app>. The tender submission fee is *Nil*. The deadline for submission of bid through CPPP is **06-02-24**. Late bids shall not be accepted. The Technical Bids will be opened on **07-02-24**.

Critical Date Sheet:

No.	Particulars of activities	Schedule of the activities
1	Publishing Date	10-01-2024 (10:00 Hrs.)
2	Bid Document Download Start Date	10-01-2024 (10:30 Hrs.)
3	Clarification Start Date	N.A.
4	Clarification End Date	N.A.
5	Bid Submission Start Date	17-01-2024 (10:00 Hrs.)
6	Bid Submission End Date	06-02-2023 (17:00 Hrs.)
7	Pre-Bid Meeting Date	15-01-2024 (15:00 Hrs.)
8	Bid Opening Date (Technical)	07-02-2024 (12:30 Hrs.)
9	Bid Opening Date (Financial)	Will be announced after technical evaluation

Site Visit and Pre-bid meeting with the tenderer will be held on **15-01-2024 (Monday)**, i.e., Site Visit **From 11:30 AM to 12:30 PM** and Pre-bid meeting at **3:30 pm onwards**, at the office of Dean (SW) to appraise them about the operation of store, expectations of the Institute and to familiarize them with the SVNIT Campus. The interested bidders must attend the Pre-Bid Meeting and visit the Institute Campus and acquaint themselves about the scope, schedule of work and commitment required. Institute expects the operation of the General Store to be maintained as a high-end facility for our students and staff members. The prospective Contractors should note that high quality of service and professional approach is the essence of this contract. Please read instructions for the bidders and Scope of Work carefully.

Very Important Notes: Corrigendum, if any issued for the tender shall form part of the tender document, Corrigendum will be posted on at <https://eprocure.gov.in/epublish/app> Hence, bidders are requested to visit at <https://eprocure.gov.in/epublish/app> regularly and note the corrigendum / amendments to the tender without fail. Institute is not responsible for ignorance of corrigendum.

Director, SVNIT, Surat reserves the right to reject any or all the tenders without assigning any reason. Any attempt on the part of the tenderer to influence, negotiate directly or indirectly with the Institute will lead to the exclusion from consideration.

Member Secretary,

Tender Committee, General Store For
and on behalf of the Director, SVNIT

NOTICE INVITING TENDER

Name of Work/ Service	For Running a General Store at SVNIT, Surat
Issue of Tender Forms	Bidders can download complete set of bidding documents from e-Publishing platform at https://eprocure.gov.in/epublish/app from 10-01-2024 onwards
Earnest Money Deposit (EMD) (Refundable to unsuccessful Bidders)	<ol style="list-style-type: none"> EMD Fee- Rs 10,000 (Rupees Ten Thousand only) through Demand Draft from the schedule National Bank in India (DD is to be received on or before latest last day of submission through RPAD/Speed Post/Courier to 'The Director, SVNIT Surat, Ichchhanath, Surat-395007, Gujarat') Demand Draft payable to – 'Director SVNIT MHRD Fund' Demand Draft Payable at – Surat EMD Exemption - As per Government norms
Period of work	The contract period will be initially for a period of three (03) years and extendable up to two (02) more year subject to satisfactory performance.
Site Visit mandatory (Visiting of site is	On 15-01-2024 from 11:30 AM to 12:30 PM at 2nd Extreme left post office, toward MTB
Pre-bid meeting, Date and Time	15-01-2024 at 3:30 pm.in the office of Dean (SW), SVNIT Surat – 395007
Bid Submission Start Date & Time	17-01-2024 (10:00 Hrs.)
Last Date of Submission of Tender	06-02-2024 up to (5:00 p.m.)
Date and Time of opening of e-Technical Bid	07-02-2024 up to (12:30 PM)
Date of Opening of Financial Bid	Will be announced after technical evaluation
Bid Validity	120 days from the date of opening
Mode of Submission of e-Tender	E-Tender portal (CPP e-publishing Portal) at https://eprocure.gov.in/epublish/app
Contact Person and Address for enquiry and submission of sealed tender documents	Co-Chairman, CoW& Member Secretary, Tender Committee, Sardar Vallabhbhai National Institute of Technology, Surat 395 007, Gujarat
Contact Phone Number (s) / E-mail Address	Contact Number – 0261-220 1603 E-mail Id – adean_sw@svnit.ac.in

Member Secretary,
Tender Committee, General Store For and on
behalf of the Director, SVNIT

1. INTRODUCTION

This Institute was established in 1961 as one of the RECs for imparting technical education in Civil, Mechanical and Electrical Engineering. In the year 1983-84 the Under Graduate programmes in Electronics Engineering was introduced and in the year 1988-89 the UG programmes in Computer Engineering and Production Engineering was started. In the year 1995-96, UG programme in Chemical Engineering was introduced. In exercise of the powers conferred by section 3 of the University Grants Commission (UGC) Act, 1956, the Central Government on the advice of the University Grants Commission, has declared the Sardar Vallabhbhai Regional College of Engineering & Technology (SVREC), Surat to Sardar Vallabhbhai National Institute of Technology (SVNIT), Surat with status of “Deemed University” with effect from 4th December 2002. The Institute has been granted the status of ‘Institute of National Importance’ w.e.f. Aug. 15, 2007. At present, the Institute is offering Six UG Programmes, Nineteen PG Programmes and Three M.Sc. Five Years Integrated Programme including doctoral programme in all above branches. Institute Campus has 10 hostels which include 07 boys’ hostel, 03 girls’ hostel.

The prospective tenderers expressing interest may visit the SVNIT Surat and acquaint themselves with the schedule, scope of work and commitment.

SVNIT, Surat expects that the operation of the General Store to be maintained as a high-end facility for our students and staff members

2. DEFINITIONS

Unless otherwise specified, the following expressions used shall carry the meaning hereunder respectively assigned to them, namely:

- (a) The expression “Owner” and/or “Institute” occurring in the tender document shall mean SVNIT, Surat.
- (b) The expression “Bidder” shall mean the tenderer who submits the tender for the work and shall include the successor and permitted assigns of the tenderer.
- (c) The expression “Contractor” shall mean the tenderer who submits the tender for the work and selected by the Institute for the performance of the subject work, and shall include the successor and permitted assigns of the contractor.
- (d) “Tender” shall mean 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
- (e) “Designated Officer” shall mean any representative of the Institute authorized to act as the In-Charge of the work or any specified part thereof.
- (f) “Work” and “Scope of work” shall mean the totality of the work/services and supplies by expression or implication envisaged in the contract and shall include all materials, equipment and labor required for commencement, performance, provision, or completion thereof.
- (g) “SVNIT” or “SVNIT Surat” shall mean Sardar Vallabhbhai National Institute of Technology, Surat
- (h) “Contract” shall mean the contract for the work and shall include the tender document, the specification, general or special conditions of contract of SVNIT, the letter of acceptance and the acceptable rates/bill of quantities in price bid etc.
- (i) “Competent Authority” shall mean the Director, SVNIT, Surat or any other Officer designated by him for the purpose of this work/tender pertaining to running a General Store at SVNIT, Surat

3. QUALIFICATION REQUIRED FOR BIDDING

- (a) Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops & Establishment Act etc. For partnership firms, full name and address of each partner along with certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor along with certified copy of trade license.
- (b) Must have 3 years of experience of running similar outlet(s) in a Government/Semi Government/Autonomous body/ any reputed organization/Municipal area with certificate of Buying and Selling of Provision items/Kirana issued by the Municipal corporation or similar government bodies etc. Interested bidder may apply along with sufficient proof of experience /ability to run the shop/outlet.
- (c) All bidders should submit along with their tender, copies of the valid PAN Card, and GST Certificate
- (d) The bidder must have a **Minimum Annual Average Turnover** (From General Store/ Grocery business/Super store/Kirana stores/ Departmental Store only) **of Rs. 20 Lakh** during the **last three financial years i.e., 2020-21, 2021-22 and 2022-23**. All bidders should submit copies of audited Statement of Accounts for the last three years ending March 31, 2023 along with the tender documents

- (e) Latest Solvency Certificate Minimum of Rs. 1 Lakh in a prescribe format is required from any scheduled or nationalized bank.
- (f) A certificate (Affidavit) to be signed by proprietor of the company in the Court of a First-Class Magistrate 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 as per form E enclosed with the document.
- (g) The bidder must submit copy of acknowledgement of Income Tax return for the three financial 2020-21, 2021-22, and 2022-23.
- (h) The bidder must submit duly filled and signed Declaration letter. Incomplete forms in any respect would summarily be rejected.
- (i) The bidder must submit duly filled and signed format for Bank Account details of the firm.

4. INSTRUCTIONS TO THE BIDDERS

Instructions to the Bidders to submit the bids online through the CPP (e-Publishing) Portal at at <https://eprocure.gov.in/epublish/app> For Offline Bid Submission as per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: at <https://eprocure.gov.in/epublish/app>).

- (a) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
- (b) SVNIT, Surat reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- (c) The Tender committee constituted by the SVNIT; Surat shall have the right to verify the particulars furnished by the bidder independently.
- (d) Tenderer shall take into account all costs including installation, commissioning, cartage etc. for giving delivery of material at site i.e., SVNIT, Surat before quoting the rates. Properly mentioned in BOQ in this regard no claim for any extra payment for any reason shall be entertained.
- (e) Interested bonafide and reputed manufacturers/Indian agents (on behalf of their foreign principals) may submit bids for each of the above equipment along with all requisite documents and scanned copy of Tender Fee / EMD (wherever applicable) submission reference.
- (f) In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. SVNIT, Surat reserves the right to accept or reject any or all the tenders.

1. INSTRUCTIONS TO THE BIDDERS

1. The bidders shall submit their bids **in two parts** consisting of Part-I (Prequalification Criteria as per Annexure – A & B, C, C.I, C.II, D and Forms ‘A’, ‘B’, ‘C’, ‘D’, ‘E’,) along with the supporting documents, **EMD of Rs. 10,000/- and Part-II (Financial Bid : Price Bid/BOQ). The EMD should be submitted in the form of Demand Draft drawn in the name of “Director SVNIT MHRD Fund”, payable at Surat.**
2. The main sealed cover should contain within it, the following two envelopes viz.
 - i. Part-I: A sealed Envelope superscribed as **“Prequalification criteria of the bid/Technical bid”** consisting of duly filled Annexure – A & B, C, C.I, C.II, D and Forms ‘A’, ‘B’, ‘C’, ‘D’, ‘E’ along with supporting documents, EMD.
 - ii. Part-II: A sealed Envelope superscribed as **“Finance Bid/Price Bid”** consisting of duly filled and signed **BOQ**
3. Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document as per schedule.
4. 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 CPPP and will also be made available to the 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. The bidders should take into account any such corrigendum published before submitting their bids.
5. The separate envelopes consisting of **Pre-Qualification Criteria (Part-I) and finance bid(Part-II)** along with necessary documents should be enclosed in a sealed cover, superscribing as **“Bid for Running a General Store at SVNIT, Surat”** and sent to the **“Director, Sardar Vallabhbhai National Institute of Technology, Ichchhanath, Surat– 395007”** before the end date as mentioned in the schedule of the tender through Registered Post/Speed Post/
Courier/Hand delivery.
6. Duly filled in tenders are to be reached this institute within the date & time mentioned in the Notice Inviting Tender. The tenders received after due date will be rejected.
7. The tender shall be valid for **120 days** for acceptance from the date of opening of the bid.
8. Category of the Bidder, 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 of Incorporation, Authorized, and 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.

9. 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.
10. No claim of any nature on any ground on inadequate information or knowledge or misunderstanding or otherwise in such respects will be admissible, later on. Interested parties may contact

**Co-Chairman, CoW & Member Secretary, Tender Committee,
Sardar Vallabhbhai National Institute of Technology, Surat 395007,
Gujarat**

Contact Details: 0261-220 1603

E-mail: adean_sw@svnit.ac.in

11. Disqualification of bids:
- i. If it is found during processing of the Bid or execution of contract the Bidder 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.
 - ii. If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the SVNIT or detrimental to the SVNIT, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be impose for a specified period under the laid down procedure of the Company.
12. The bidder must comply all the pre-qualification conditions mentioned in the head “**PRE- QUALIFICATION REQUIREMENTS OF THE BIDDER**”
13. **BID OPENING PROCEDURE:**
- i. The Part-I offer of those Tenderers, whose EMD is found in order and submitted as prescribed, will be opened on specified date & time by the Committee authorized by the competent authority of SVNIT Surat. Otherwise the offer will be considered as invalid and other parts will not be opened.
 - ii. The financial bids of those bidders who are technically qualified, shall be opened by the Committee on the specified date and time.
14. Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of Price Bid and amount/ quantity not shown in figures and words will be liable for rejection.
15. 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.
16. The price bid not received in the prescribed format shall be liable for rejection.
17. Conditional Bids either in Part-I or Part-II of the tender shall be liable to be rejected.
18. Any request from the bidder 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. The rates quoted once will be treated as final. No alteration either in rates or in bid documents will be entertained.

19. By submitting a bid, the bidder 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 conditions attached and has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of bid shall not be entertained.
20. Canvassing in any form is strictly prohibited and bids submitted by the tender who resort to canvassing, will be liable for rejection.
21. Authority of SVNIT reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties (bidder).
22. Bid documents are not transferable.
23. 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.
24. Within Twenty Days (21) days from date of the issue of work order, the firm has to submit a performance security
5% of the total order value to be submitted from an Indian Scheduled Bank before release of final payment of the item in the form bank guarantee valid upto sixty (60) days beyond the warranty period. No interest will be payable by the Purchaser on the Performance Security deposited. In case supplier fails to provide satisfactory after sale service within the Service Period, the Performance Security submitted by the firm is liable to be forfeited.
25. At any time prior to the deadline for submission of bids, SVNIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
26. All prospective bidders should keep looking at the CPPP (Central Public Procurement Portal) for information concerning the changes/amendments on the website. No claim of any nature on any ground on inadequate information or knowledge or misunderstanding or otherwise in such respects will be admissible, later on.
27. It is compulsory to attach all the mentioned and required documents at time of submission of tender. No additional attachment is permitted later on.
28. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
29. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the prospective Supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
30. Dispute, if any will be subject to Surat jurisdiction only.
31. Prices: The rates quoted shall remain firm through the currency of the contract.

Searching for Tender Documents

- (a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the

CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

- (c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Assistance to Bidders

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2. SCOPE OF WORK

During continuance of the contract to run a general store the agency or contractor shall take over the responsibility for providing all the items (As per enclosed Annexure-D). The scope of service to be rendered under this agreement includes the following:

- a) The contractor has to run a general store (As per enclosed Annexure-D) by making own investment and stock. The item has to sell all items as per the requirement of SVNIT students and staff specified from time to time.
- b) The contractor has to provide the general items and services to SVNIT students and staff at competitive rates. This shall not be more than the MRP and market rate. The contractor is encouraged to offer maximum possible discount on various goods over MRP and shall form basis for extension of contract over and above 03 years up to maximum 05 years.
- c) The contractor has to provide the access to the committee constituted by Institute for monitoring the quality as per specification and rates. Further, the contractor has to act as per the advice and instructions of the committee/designated office.
- d) The contractor has to display rates of all the major items in the Store. Contractor needs to provide delivery facility only inside the campus as per the schedule agreed by the designated office. The contractor shall not collect the delivery charges for the orders of Rs. 300 and above. But, the delivery charges may be collected for the orders below Rs. 300.
- e) The contractor shall be responsible to ensure the conduct and behavior of the persons employed by them for running the Store.
- f) The contractor must have facility to take orders by electronic medium viz. WhatsApp message, etc. and items to be delivered within mutually agreeable time.
- g) The Contractor must have the facility to accept the payment through electronic means like UPI payment etc.
- h) The contractor is required to obtain all statutory licenses to run a general store as per the requirement of statute in force and revise from time to time
- i) The contractor has to ensure security of moveable and immovable property of SVNIT premises over against theft or damage.
- j) The contractor is not allowed to subletting of contract. The strict action will be taken in such case and contract will be terminated immediately by forfeiting the security deposit. The such contractor will be debarred from the bidding in the future tenders.
- k) The Contractor shall be responsible for maintaining an effective pest control services as and when required with due intimation to competent authority within the space allotted (both inside & outside) of the allocated space through fumigation, rodent and pest control, fly/ultrasonic repellent, or any other effective and modern and safe means etc. to control pests, shall have to be done on a regular basis and additionally whenever required as suggested by SVNIT, Surat. The contractor shall be responsible for maintaining a pest control log book for record keeping and checking purpose of the Designated Officer.
- l) Expenditure towards Electricity Bill of space, appliances etc. will be borne by the Contractor and must be paid on monthly basis / as per Bill Cycle.

3. OBLIGATION OF SVNIT, Surat

- a) Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure to be provided by the SVNIT Surat
- b) Payment of electric charges shall be made under the arrangement of SVNIT.
- c) Matters related to maintenance of Civil Works and Electrical Works.
- d) Racks, almirah, room locking arrangements, shoe/luggage rack etc. as one-time support is returnable at the end of contract to SVNIT.

4. OBLIGATION OF CONTRACTOR

- a) Payment of Electricity bill by 7th of every month.
- b) Hygiene and cleanliness inside and outside of Store
- c) Extended Services in the institute premises.
- d) Responsible to ensure safety of the people working under them
- e) Ensure the Electrical and Fire safety.
- f) Compliance for all statutory provisions of central / state / local government.
- g) Arrange Furniture and equipment required for operating the General store on its own.
- h) Minor works (maintenance).
- i) Facility charges shall be deposited by the contractor by the 7th of every month of advance.

5. GENERAL TERMS AND CONDITIONS

- (a) **Duration of Contract:** The contract period will be initially for a period of **three (03) years** and extendable up to **two (02) more years** subject to satisfactory performance.
- (b) **Agreement:** The work should be taken up within a maximum of 15 (fifteen) days from the date of issue of work order. The successful bidder shall execute an Agreement with SVNIT, Surat on a Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- (c) **Refund of EMD to the unsuccessful bidder:** EMD will only be refunded to the unsuccessful bidders within 30 days after finalization of Tender and no interest will be paid for the same.
- (d) **Security Deposit:** Performance Security Deposit (PSD): The successful bidder shall, within 15 days from the date of issue of Work Order; deposit with SVNIT a sum equal to **1,00,000.00 (One Lakh Rupees Only)** in the form of a Demand Draft/Bank Guarantee failing which SVNIT, Surat may at its discretion cancel the Work Order and forfeit the earnest money deposit furnished along with the tender. The security deposit amount will be refunded/released after three months 90 (Ninety) days from the date of completion of all contractual obligations of the contractor duly certified by an officer designated for the purpose. No interest will be paid for the security deposit.
- (e) **Termination without Compensation:** In the event of violation of any terms and conditions of the Tender documents or the agreement, it would be construed, as a breach of contract and SVNIT will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.
- (f) **Site visit and Pre-Bid Meeting:** Interested bidders may visit on 19-01-2024 at 11:30 AM to 12:30 PM. Pre-bid meeting with the bidders will be held on 19-01-2024 in the Office of Dean (SW) at SVNIT, Surat, Pin – 395 007, to clarify any issue regarding the bidding documents in general and the operational conditions in particular. All prospective bidders or their authorized representatives may attend the said meeting to acquaint themselves with the local conditions/Site survey.
- (g) **Amendment/Corrigendum of Tender Documents:** At any time prior to the last date of submission of tenders, SVNIT may modify the tender document.: Corrigendum, if any issued for the tender shall form part of the tender document, Corrigendum will be posted on <http://eprocure.gov.in/eprocure/app>. Hence, bidders are requested to visit <http://eprocure.gov.in/eprocure/app> regularly and note the corrigendum / amendments to the tender without fail. Institute is not responsible for ignorance of corrigendum
- (h) **Conditional Bid:** Conditional bids are liable to be rejected summarily.

- (i) **Compliance with Laws:** The contractor shall ensure full compliance with all statutory laws of the Government of India/ Government of Gujarat with regard to this contract and shall be solely responsible for the same. The contractor shall indemnify or deemed to have indemnified SVNIT fully for all claims and losses arising out of this contract against liability of tax, interest, penalty, etc.
- (j) **Delay in downloading:** SVNIT shall not be responsible in any way for any delay/difficulties/ inaccessibility of the downloading of tender and related documents from the website for any reason whatsoever.
- (k) **Correctness of downloaded tender document:** Bidders will be solely responsible for the correctness/genuineness of the downloaded tender documents from the website. If the offer submitted through the downloaded tender documents is incomplete or with changed contents, the same will be summarily rejected.
- (l) **Acceptance of Bids & Withdrawals:** The right of final acceptance of the tender is entirely vested with the Director, SVNIT who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of SVNIT to communicate with rejected bidders. After acceptance of the tender, the bidder shall have no right to withdraw his tender. The tender acceptance authority may also reject all the tenders for reasons such as change in scope of work, lack of anticipated financial resources, court orders, accident, calamities etc. and other unforeseen circumstances.
- (m) **Tender Evaluation Criteria:** 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. Contractor who has placed the highest bid will be awarded the contract. Also refer serial no. 13 to know Award of Work.
- (n) **Alterations/Modifications:** SVNIT reserves the right to make alterations in the number of personnel deployed as per actual requirement. The contractor shall deploy such personnel also at the rate as agreed to in the Work Order.
- (o) **Performance of Contractor:** In case the contractor 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.
- (p) **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 SVNIT who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.
- (q) **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/her creditors or shall agree to carry out the contract under committee of inspection of his/her 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 SVNIT Surat or it is found that the contractor
 - (i) has abandoned the contractor
 - (ii) Without reasonable excuse has failed to commence the work or has suspended the progress of the works/service for 3 days after receiving written notice to procedure,
 - (iii) is not executing the works/service in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contractor,
 - (iv) has to the detriment of good workmanship or in defiance of SVNIT instructions to the contrary sublet any part of the contractor,
 - (v) Otherwise failed to perform his/her part of the contract according to the true intent and meaning thereof.

Then SVNIT may after giving 3 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 3 days' notice and the contract shall stand/ terminated w.e.f the 8th day from the date of issue of notice. Performance evaluation/ student feedback at the end of contract period will be the basis for continuation of contract next period. 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 realize the dues by sale of the said plants and machineries, equipment's.

- (r) **Policing of the work:** Should the general conduct of the works/service including the premises of SVNIT 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.
- (s) **Legal Compliance:** the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of Payment of wages Act. (Linked to Govt. of India), Minimum wages Act. (Linked to Govt. of India), Maternity benefit Act. (Linked to Govt. of India), Shops & commercial establishment Act., EPF Act., ESI Act, Contract labor (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.
- (t) SVNIT being an educational institute, the contractor shall not allow or permit his/ her/their workers to participate in any trade union activities or agitation in the institute, violation of which may result in the termination of the contract immediately.
- (u) All personnel/employees/workmen employed by the contractor shall be adults with good health and sound mind. The personnel of the contractor shall be liable to security search by the Security Staff/Agencies deployed by SVNIT.
- (v) The employees/workmen employed by the contractor shall always be under the direct and exclusive control and supervision of the contractor. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor.
- (w) The services will be provided round the clock on all days of the year (24 hrs. x 7 days x 365 days) with sufficient number of manpower required to run the operation. Leaves of the contract employees of the contractor should be strictly as per the statutory norms. Any unauthorized leave availed or unauthorized absenteeism of worker without proper justification would be subject to penalty to the contractor. Nothing prevents the SVNIT to even advise the contractor on issues which warrants urgent action, in the interest of work and its fast disposal to the extent to issue a written warning/ show cause notice to such workers for their erratic patterns of attendance and uninformed absence from work.
- (x) 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.
- (y) SVNIT shall not be under any obligation for providing employment to any of the worker of the contractor during and after the expiry of the contract. The SVNIT does not recognize any employee/employer relationship with any of the workers of the contractor.
- (z) The contractor shall maintain all records about the statutory compliance as per the Government of Gujarat/ Govt. of India rules and regulations at their premises. SVNIT will have the right to verify each and every document
- (aa)The contractor will indemnify SVNIT from any claim/statutory non-compliance/ damage /compensation etc. arising out of this contract.
- (bb) The contractor will be exclusively responsible to meet and comply with all legal requirements with respect to items sold in the General Store including with respect to raw material and ingredients incorporated therein, and shall be exclusively responsible for any infraction of the provisions of any applicable law with regard to preparation, storage, service and sale of food, including the provision of the Prevention of Food Adulteration Act, The Essential Commodities Act, The Weight & Measures Act and all rules, regulation and order framed there under, including safety and health of all consumers/residents under the said contract. The contractor should keep the owner indemnified from and against any claim of infection, food poisoning or illness arising from any bad, stale, or defective materials provided during the entire contract period.
- (cc)The Contractor shall comply with all requirements under central and local taxes laws / GST and shall be responsible for payment of all taxes and other statutory payments to the respective authorities.
- (dd) The General Store will not be closed on any working day except with the prior permission of the Competent Authority. Quality and quantity of all items will be evaluated by Designated Officer and contractor should be bound to follow the suggestions.
- (ee)Any liability arising on the Institute shall be deducted from the bills of the Contractor first and if the full amount is not recovered then the same will be recovered from the Security deposit of the Contractor. There would be no liability towards the workers of the Contractor by the SVNIT, Surat.

- (ff) The contractor shall be responsible for the payment of wages and allowances to his staff as per Minimum Wages Act of Labor Law, New Delhi in force and all statutory dues to the persons employed by him. The contractor shall be further responsible for proper discipline for the employees engaged by him and their work besides observing other obligations. No child laborers are permitted by SVNIT under this contract. Further the contractor shall be responsible to pay all the dues of employees, as well as statutory dues applicable under labor laws. In the event there is any violation of any contractual or statutory obligations regarding the personnel / labor, the contractor shall be responsible and liable for the same. Further, in the event any claim, action or suit is imposed against SVNIT, the contractor shall be required to reimburse to SVNIT any payment made under such orders or judgments of any competent authority which it may be liable to pay as a principal employer as and when such liability is determined.
- (gg) The contractor shall give vacant premises in good condition to the SVNIT, Surat once the contract period is over or terminated. The contractor will hand over the allocated space in the building, all the equipment/articles as supplied by the SVNIT in good working condition back to SVNIT.
- (hh) SVNIT is not bound to provide any mode of transport in respect of men or material required for the contract.
- (ii) Care must be taken to ensure while carrying out the work so that no fittings, fixtures, furnishings are damaged. Any damages done to the same or any other property will have to be repaired / replaced by the contractor, failing which the same will be got done at his risk and cost. The decision of the Director shall be final and binding on the contractor.
- (jj) Smoking and intoxication (drug, alcohol, gutkha, tambaku, cigarettes, etc.) are strictly prohibited in the Institute premises. Storage/consumption of any alcoholic drinks/liquors, tobacco products are strictly prohibited. If bidder is found selling any items and related services mentioned above then its contract will be terminated.
- (kk) **Contractor is not allowed to sell any stationary items and related services. If found doing such then contract is liable to get terminated. The contractor is not allowed to sell products to customers outside campus.** Outsiders of SVNIT are NOT allowed to purchase items of grocery and the store is solely meant for SVNIT students and staff.
- (ll) All work shall be carried out with due regard to the convenience of SVNIT. The orders of the director shall be strictly observed.
- (mm) The contractor has to deploy adequate number of staff who has to work during holidays, late hours and Sundays as well according to the requirement and convenience of SVNIT and the occupants, while ensuring weekly offs of his employees as per statutory requirements.
- (nn) The contractor shall be fully responsible about the conduct of his employees and shall ensure their behavior with the students, faculties, and staff is always good and cordial. If it is found that the conduct or efficiency of any person employed by the contractor is unsatisfactory, the contractor shall have to remove the person concerned and engage a new one within (48) hours of intimation.
- (oo) The institute has zero tolerance towards sexual harassment of women at work place and if any complaint is received then will lead to legal action as per norms.
- (pp) The service provider shall abide by the reviewed decision of SVNIT Authority. SVNIT Authority shall have the right to inspect the books of accounts of the firm/service provider as and when desired. Also, SVNIT Authority shall have the right to amend the menu of the contract at any point of time and correspondingly revise the rates.

6. OPERATION TIME

The Contractor will run the store for all days (Monday to Sunday). Timings of the store will be as followed:

Monday to Saturday	9:00 AM to 10:00 PM
Sunday	9:00 AM to 03:00 PM

7. TERMINATION OF CONTRACT

- (a) If the services of the contractor are not found satisfactory, they will be issued three 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 contractor by the SVNIT authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- (b) In case the contractor 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.

- (c) In case or situation, beyond the control of either party, the contract may be terminated with mutual consent by giving one-month notice.
- (d) The Institute in any/either situation will not be under any obligation to pay compensation or make the payment for the notice period, for which services are not rendered.
- (e) 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 contractor.
- (f) 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 as per law.
- (g) If the contractor fails to pay the facility charges, and Electricity Charges in time or does not abide to their terms and conditions of the work order, the contract will be terminated and the security deposit will be forfeited.

8. COMPLAINTS

It will be obligatory on the part of the successful contractor to keep a suggestion book at the Store to be provided by SVNIT to record any suggestion/complaints, on performance of services, by the students and staff and produce to the Designated Officer for perusal during their visit to ensure that prompt action has been taken on such complaints and measures taken to avoid their reoccurrence. The contractor shall attend to all the complaints and address as early as possible to the satisfaction of the SVNIT.

9. MISBEHAVIOUR OF EMPLOYEES

- (a) The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, SVNIT has the right to terminate the contract. It will be mandatory for the contractor to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents the SVNIT to even advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fact disposal.
- (b) Any personnel deployed by the Contractor, refuses work or creates indiscipline would have to be immediately replaced with the consent of the Designated Officer. SVNIT reserves the right, to ask the Contractor to terminate the services of any of the Contractor's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. SVNIT will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Contractor. In case, the person employed by the successful bidder commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.
- (c) The contractor shall be solely responsible for the conduct of his / her workers and in any case of any complaint against any of his staff, the service provider will be under obligation to change the worker concerned when instructed by the Designated Officer. The contractor 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 on the pay roll of the contractor provider whatsoever.
- (d) The workmen employed by the contractor shall be directly supervised and controlled by the contractor, and shall have no relation whatsoever with Sardar Vallabhbhai National Institute of Technology. SVNIT shall have no power to control or supervise such workmen or to take any action against them except as permissible under law. Such workmen shall also not have any claim against SVNIT for service or legalization of services by virtue of being employed at SVNIT against any temporary or permanent posts at SVNIT.
- (e) The contractor shall ensure overall general maintenance, drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an ecofriendly manner, using protective/closed bins), services and repairs (electrical, plumbing etc.), breakdowns, emergency relief and help on urgency basis.
- (f) The location may be changed from time to time as per the convenience of SVNIT keeping its academic requirements as their utmost priority. The place and its interior so identified for locating the services has to be suitably designed and modified by the contractor at this own cost. The interiors so created by the contractor for offering general store will have to be dismantled and taken away by the contractor at the termination of contract and clear site along with the fixtures and fittings have to be handed over to SVNIT in the same condition.

10. PERSONAL HYGIENE

Contractor shall ensure that staff deployed is free from any infection or communicable disease and arranged their health check-ups from medical officer at their own cost. 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/drug material is strictly prohibited and if found guilty, such staff will be handed over to the police

11. BREAKAGE

All damages/breakage to the inventory in the charge of the contractor, if caused due negligence Of the contractor's employee, the cost or repair/replacement of the equipment will be borne by the contractor. 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.

12. PENALTIES

- (a) Closing the store without permission would impose to a fine of Rs.2000.00 per Day
- (b) Change in the rates of services without permission would impose to a fine of Rs.500.00 per Complaint
- (c) Selling the items more than the MRP would impose to a fine of- Rs. 2000.00 per Complaint
- (d) Unavailability of complaints and other registers or discouraging the complaints would impose to a fine of Rs 1000 per incident.
- (e) Non-compliance of environment friendly waste disposal methods would impose to a fine of Rs.500/day.
- (f) Any Misbehavior with the students, staff and guest would impose to a fine of Rs. 2000.00 per Complaint
- (g) Non availability of the items as per the ANNEXURE -D - Rs.500.00 per Complaint
- (h) In case of non-maintenance of cleanliness or lapse of services/carelessness @ Rs. 1000/- per event etc. taking into account the loss of goodwill and inconvenience caused to the students and staff members.
- (i) For any violation in the agreement a fine of Rs 20,000/- will be imposed.
- (j) Complaints of insects found in any sold material will invite a fine of Rs. 5000/-.
- (k) In case of any imposed penalty by any Statutory Authority, for non-compliance of any statutory obligation by the contractor as per the Statutory Acts & Rules. The same shall be over and above the contractual clauses.
- (l) Strict actions will be taken if contractor is found selling prohibited items such as cigarette, tobacco, etc.
- (m) Penalty of Rs. 2,000 will be imposed if staff of the store appointed by the contractor is found with prohibited items within the premises of the General Store.

SVNIT Surat may at its discretion, recover penalties upon recommendation of the Officer – In – Charge of Guest Houses. In the event of appeal, the decision of Director, SVNIT, Surat shall be final and binding upon the Contractor. If the total penalty amount during contract period is above security deposit amount, the contractor will be automatically disqualified and the contract will be terminated. However, this is not the only criteria for termination. The institute reserves the right to terminate the contract at any time without giving reason.

13. AWARD OF WORK

- (a) Order will be placed to one party on the basis of H-1 quotation (highest Total Yearly Amount). However, all the contractor may be required to explain /justify the basis of their quoted price as and when asked for. In case, any contractor fails to justify the 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. Quoted price is applicable for the three years only. There will be 5% increment to H-1 quoted price for the subsequent year of the work order after three years).
- (b) In case of tie for H-1, the work-order may be given to the agency that has higher Average Turnover (from General Store/Grocery business/Super store/Kirana stores/Departmental Store only) during last Three Financial years (2020-2021, 2021-2022 and 2022-23).
- (c) Further if tie continues after the Average Turnover (from General Store/Grocery business/Super store/Kirana stores/Departmental Store only) during last Three Financial years, the agency having higher turnover (from General Store/Grocery business/Super store/Kirana stores/Departmental Store only) in financial year 2022-23 will be awarded the work. Even in case of tie in financial year 2022- 23, the turnover (from General Store/Grocery business/Super store/Kirana stores/Departmental Store only) of 2021-2022 will be considered for the award of work. Even if tie continues, the turnover from GeneralStore/ Grocerybusiness/ Superstore/ Kiranastores/Departmental Store only) of 2020-2021 will be considered for the award of work.

- (d) If further tie continues by applying the 13 (b) and 13 (c) above, the work will be awarded by randomly picking-up the chit.

14. OTHER IMPORTANT TERMS AND CONDITIONS

- (a) The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiry will be entertained in respect of acceptance or rejection of the tender.
- (b) 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 and binding on the bidders.
- (c) The Director SVNIT, Surat reserves the right to withdraw/relax/interpret any of the terms and condition mentioned hereinbefore; in such situation the tenderer shall be given sufficient time to take the change into account.
- (d) Not with standing the sub-division of the documents into separate sections or otherwise, every party of each section/part/point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.
- (e) Each page of the tender document should be signed and stamped by the tenderer in acceptance of terms and condition, laid down by the institute.
- (f) Tenderer and his/her authorized representative (with proper authorization letter) may choose to be present at the time of opening of Technical and Price Bids.
- (g) Tenders' incomplete on any form will be rejected outright; conditional offers will not be accepted.
- (h) No bidder shall be allowed to withdraw after submission of the tender; otherwise, the EMD submitted by the bidder would stand forfeited. In case, the successful tenderer declines the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so ever reasons, his EMD will be forfeited.
- (i) No child labor should be engaged and human rights as per law shall be protected and adhered to. Person engaged must undergo a prior character and antecedent check/police verification and must be medically cleared specially Kitchen staff should undergo a medical examination after every six months.
- (j) **Validity of Bids:** Bids shall remain valid for acceptance for a period of 120 days from the date of opening of the price bid. Any benefit for downward reversion of prices, should be extended to SVNIT.
- (k) No right, much less a legal right, shall vest in the contractor's worker to claim/ have employment or otherwise seek absorption in the Institute nor the contractor workers shall have any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of the institute. The worker will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to their workers before deputing on work in the Central Store.
- (l) Individual signing the tender or other documents connected with the tender must specify whether he signs as:
- (i) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - (ii) A partner of the firm if it is a partnership firm. In that case he must have authority to execute contracts on behalf of the firm and refer to arbitration Disputes concerning the business of the partnership either by virtue of partnership agreement or by a power of attorney duly executed by the partners of the firms.
 - (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.
 - (iv) In case of (ii) a copy of the partnership agreement or general power of attorney, in either case attested by a Notary (Public) should be furnished or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished. The attested copy of the certificate or registration of firm should be attached along with the tender papers. In case of Partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution

passed by the board of directors and a copy of the resolution attested by the Principal Officer should be attached.

- (m) Co-Chairman, CoW & Member Secretary, Tender Committee will be the contact point (Nodal Officer), on and behalf of the Director, SVNIT, Surat for any queries related to the tender.

15. COMMENCEMENT OF CONTRACT

The general store shall commence from the date mentioned in the letter awarding the contract.

16. DISPUTES, ARBITRATION & JURISDICTION

- (a) **Settlement of disputes:** It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of SVNIT Surat. The bidder shall make request in writing to the Director of SVNIT for settlement of any disputes within 30 days of arising of the cause of dispute failing which no disputes / claims shall be entertained by SVNIT Surat. The decision of the Director, SVNIT will be final and binding on the parties, if differences still persist, the settlement of the disputes may be sought in the court of law, in Surat jurisdiction.
- (b) **Dispute,** if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Director, SVNIT at Surat as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Rules framed there under. Any arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charges simply on the award amounts, or amounts payable to either party.
- (c) **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 hereinafter in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.
 - (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, SVNIT Surat. Upon receipt of notice for arbitration, The Director SVNIT shall support three names to the Contractor to select one of them to act as sole Arbitrator.
 - (iii) 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.
 - (iv) The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.
 - (v) 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.
 - (vi) 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.
 - (vii) 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.

Jurisdiction: The court of Surat in the state of Gujarat only will have the jurisdiction to deal with and decide any legal matters or disputes whatsoever arising out of this contract.

Co-Chairman, CoW & Member Secretary, Tender Committee
For and on behalf of the Director, SVNIT Surat

ANNEXURE-A

Details of Organization/Service Provider [To be submitted in the organizational letterhead enclosed with Technical Bid]

	Description	Details
1	Name of the Firm	
2	Year of Establishment	
3	Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops & Establishment Act etc. For partnership firms, full name and address of each partner along with certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor along with certified copy of trade license (Attach the relevant document)	
4	Complete Address with contact number and e - mail id.	
5	Name and Designation of the contact person with Mobile Number and email Id	

Declaration: I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not be allowed to have any dealing with SVNIT, Surat.

Date:

Place

Signature of the tenderer with seal

ANNEXURE-B

Technical bid Technical evaluation sheet (Bidders must fill all the columns)

Sr. No.	Eligibility Criteria	Proof Attached Y/N	Proof Attached at page No.
01	Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops & Establishment Act etc. For partnership firms, full name and address of each partner along with certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor along with certified copy of trade license		
02	Permanent Account Number: GST Registration Number:		
03	Must have 3 years experience of running similar outlet(s) in a Government/Semi Government/Autonomous body/ any reputed organization/Municipal area with certificate of Buying and Selling of Provision items/Kirana issued by the Municipal corporation or similar government bodies etc. Interested bidder may apply along with sufficient proof of experience /ability to run the shop/outlet. Work Order/Experience Certificate - for bidders who are working in the Government/Semi Government/Autonomous body/ any reputed organization Shop and Establishment Registration - for bidders who are working in Municipal area		
04	The bidder must have a Minimum Annual Average Turnover (from General Store/Grocery business/Superstore/Kirana stores/Departmental Store only) of Rs. 20 Lakh during the last three financial years. All bidders should submit copies of audited Statement of Accounts for the last three years ending 31 March 2023 along with the tender documents. (Form “A” must be filled along with Audited statement of Accounts for last three FY).		
05	Latest Solvency Certificate Minimum of Rs. 1 Lakh in a prescribe format is required from any scheduled or nationalized bank. (Form “B” must be filled along with supporting documents duly signed and sealed by the bidder).		
06	The bidder must submit duly filled and signed Declaration letter. Incomplete forms in any respect would summarily be rejected. (Form “C” must be filled along with supporting documents duly signed and sealed by the bidder).		
07	Format for Bank Account details of the bidder (Form “D” must be filled along with supporting documents duly signed and sealed by the bidder).		

08	A certificate (Affidavit) to be signed by the Proprietor/Owner or their authorized representatives of the company in the Court of a First-Class Magistrate that they haven't been debarred or blacklisted [use Form "E" for details] 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.		
09	The bidder must submit copy of acknowledgement of Income Tax return for the three financial years 2020-21, 2021-22 and 2022-23	F.Y. 2020-21	
		F.Y. 2021-22	
		F.Y. 2022-23	
10	Scan and Signed copy of Integrity Pact as per Annexure 'C' (C, C.I & C.II)		
11	Scan and Signed copy of Supply Materials / Items as per Annexure – 'D'		

Declaration:

I hereby certify that the information furnished in this document is complete and correct to the best of our knowledge. I understand that in case any deviation is found in the above statement at any stage, the company will be blacklisted and will not be allowed to have any dealing with SVNIT, Surat.

Date:

Place

Signature of the tenderer with seal

Note:

- (a) Bidders must submit the documentary proof in support of meeting the Technical Evaluation Criteria. Simply an undertaking by the bidder for any item of the criteria shall not suffice the purpose. All documentary proof should be listed on the letterhead of the company.
- (b) Before submission of bids, Bidders must ensure to arrange the Bid document in proper sequence as in the checklist above with page numbers mentioned on each page, all the pages must be signed and properly tagged with all documents as a proof.
- (c) The bidder who does not meet the above-mentioned **technical evaluation criteria** are to be treated as irresponsible and will not be considered for financial bids and will be ignored. No communication will be given for such tenders
- (d) All the documents should be signed otherwise tender document will not be considered for further evaluation.
- (e) After the technical evaluation, the financial bids of only bidders will be opened who will clear the technical bid.

Date:

Place

Signature of the tenderer with seal

FORM 'A'
FINANCIAL INFORMATION
 (To be enclosed with the Technical Bid)

Financial Analysis–Details to be furnished duly supported by figures in Balance Sheet/Profit and Loss Account for 3(three) years, i.e., 2020-21, 2021-22, and 2022-23 ended on 31st March 2023 in Lakhs and certified by the Chartered Accountant, as submitted by the applicant to the Income-Tax Department (Copies to be attached).

Sl.No	Details	Financial Years			
		(1) 2020-21	(2) 2021-22	(3) 2022-23	Average Turnover (General Store/ Grocery business/Super store/Kirana stores/Departmental Store only) = [(1)+(2)+(3)] /3
i)	Gross annual turnover (From General Store/ Grocery business/ Super store/Kirana stores/ Departmental Store (Store only) (Rs. In Lakh)				
ii)	Profit/Loss (Rs. in Lakh)				

Note: Attach additional sheets, if necessary

(Signature of Bidder with seal)

FORM 'B'

Solvency Certificate

[Format for Solvency Certificate]
(To be enclosed with the Technical Bid)

To
The Registrar,
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 upto 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

FORM ‘C’

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: Running a General Store 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 Sardar Vallabhbhai National Institute of Technology (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.

FORM 'D'

(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.

FORM 'E'
(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-C

INTEGRITY PACT

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

Tender Reference No.: _____

Name of Tender / Work: - _____

Dear Sir,

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)

ANNEXURE-C.1

**[TO BE SUBMITTED DULY SIGNED BY THE BIDDER ALONG WITH
BIDDOCUMENTS]**

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)

ANNEXURE-C.II
***(Tobesignedbythebidderandsamesignatorycompetent/authorizedtosignontherelevantc
ontracton behalf of Sardar Vallabhbhai National Institute of Technology, Surat)***

INTEGRITY AGREEMENT

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

BETWEEN

The Sardar Vallabhbhai 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 or 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 here by agree as follows and this Pact witnesses as under:

Article 1: Commitment the Principal / Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles
2. 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.
 - (a) 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.
 - (b) Principal/owner shall Endeavour to exclude Form the Tender process any person, whose Conduct the past has been of biased nature.
3. 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)/PreventionofCorruptionAct,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.

4. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (1 PC)/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)

1. 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.
2. 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 ' . Lies 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.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. 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.
5. 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 be fall 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:

1. 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.

2. 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.
3. 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

1. 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.
2. 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.
3. 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

1. 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.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. 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

1. 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.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. 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.
4. 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 intentions.
5. It is agreed term 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 – D
Supply Materials / Items

Sr. No.	Items (Listed items of given brand or equivalent)
1.	Fruit juice (Tropicana, Parle, Real and Other popular brands)
2.	Milk shakes and milk items (Amul, Epigam, Britannia, Hershey's, Dr. Oetkar, Nutella, Nescafe and Other popular brands)
3.	Cold drinks and energy drinks (Coca Cola, Pepsi, Redbull, Monster, Jeeru, Sosyo and Other popular brands)
4.	Noodles, pasta and soups (Nestle, Knorr, Sunfeast, Chings and Other popular brands)
5.	Tea and coffee powder (Waghbakri, Tata tea, Brooke bond, Jivraj9, Lipton, Nescafe Cadbury, Bru, Boos, Horlicks and Other popular brands)
6.	Cookies and Biscuits (Unibic, Britannia, Parle, Cadbury, Sunfeast and Other popular brands)
7.	Cereals (Kellog's and Other popular brands)
8.	Snacks and Namkeen (Duke's Waffy, Balaji, Haldiram, Pepsico, Parle Laxmi, Raju and Other popular brands)
9.	Ice cream (Amul, Vadilal, Havmor, Dinshaw and Other popular brands)
10.	Spices (Suhana, Ramdev, Spiran, Everest, MDH, Catch, Badshah, MTR and Other popular brands)
11.	Oil (Fortune, Sunflower, Tirupati, Safola, Sundrop and Other popular brands)
12.	Room Fresheners (Ambipur, Odonil, Godrej, Cycle Agarbatti and Other Popular Brands)
13.	Toiletries (Colgate, Sensodyne, Closeup, Pepsodent, Dabur, Patanjali, Harpic, Domez, Colin, Vim, Lizol, Pears, Lux, Cinthol, Nivea, Himalaya, Santoor, Godrej, Dove, Lifebouy and other Popular Brands)
14.	Cosmetics (Nivea, Vaseline, Ponds, Cinthol, Himalaya, Patanjali, Dettol, Gillette, Venus and Other Popular Brands)
15.	Hair products (Parachute, Dabur, Tresemme, Bajaj, Garnier, Sunsilk, Head & Shoulders, Loreal, Dove, Clinic Plus, Himalaya, Park Avenue and Other popular Brands)
16.	Plastic items (Buckets, Mugs, Glass Stool, Containers and Other Popular Brands)
17.	Paper cups
18.	Tissue Paper
19.	Nylon Threads
20.	Pickles
21.	Detergent and washing liquid (Surf Excel, Rin, Wheel, Nirma, Tide, Ariel, Comfort, Vanish and Other Popular Brands)
22.	Essentials (Honey, Chavanprash, Broom, Door mat, Dustbin, Dustpan, Comb, Nail-cutter, Mattress, Pillow, Pillow Covers, Bed sheet (Booking only during admission period/month of July) and Other essentials)
23.	Chocolates (Cadbury, Nestle, Perk and Other popular brands)
24.	Bread and bakery items
25.	Grains, Pulses etc.
26.	Any other items by permission of the Designated officer
27.	Sanitary Items (Sanitary Pads, Napkins etc.)
28.	Generic Medicines like Soframicin, Vicks etc.

List of Documents to be Submitted by the Bidder
(As a **Cover 1** - EMD, Technical)

Name of the Documents	
1	Signed copy of proof of EMD or Exemption Certificate
2	<p>Signed copy of Technical Bid as per ANNEXURE ‘A’ ANNEXURE ‘A’ Includes following documents as per the NIT: Signed copy of Details of Organization/Service Provider as per Annexure A WITH relevant documents as mentioned, i.e.</p> <ul style="list-style-type: none"> a) Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops & Establishment Act etc. b) Scan and signed copy of Permanent Account Number c) Scan and signed copy of GST Registration Number
3	<p>Signed copy of Technical Bid as per ANNEXURE B ANNEXURE ‘B’ Includes - Signed copy of Technical Bid as per Annexure B as per the NIT</p> <ul style="list-style-type: none"> (i) Signed copy of Financial Information as per Form ‘A’ with Audited statement of Accounts for last three FY (ii) Signed copy of Solvency Certificate as per Form ‘B’ along with supporting documents duly signed and sealed by the bidder (iii) Signed copy of Declaration Letter as per Form ‘C’ (iv) Signed copy of Format for bank account details of the bidder as per Form ‘D’ (v) Signed copy of Format for non-blacklisting of supplier as per Form ‘E’
4	<p>Signed copy of Income Tax return as per Form A Form ‘A’ Includes - Signed copy of Income Tax return for the three financial years 2020-21, 2020- 21 and 2021-22 as per the NIT</p>
5	<p>Signed copy of Integrity Pact as per ANNEXURE C ANNEXURE ‘C’ Includes: Signed copy of Integrity Pact as per Annexure ‘C’ of the NIT</p>
6	<p>Signed copy of Supply of Materials as per ANNEXURE D ANNEXURE ‘D’ Includes: Signed copy of Supply of Materials / Items as per Annexure – ‘D’ of the NIT</p>

(As a **Cover 2** - Price Bid)

Name of the Documents	
1	BOQ/Price Bid

Price Bid

Tender No.

Dated

1. Name of the Work:
2. Name of the Firm / Bidder:
3. Address:
4. Phone / FAX / Mobile:

Sr. No.	Item Description	Quantity	Units	Total Amount Without taxes Rs. P.	GST Rs. P.	Total Amount With all Taxes
1	Monthly Rent for Running General Store at SVNIT, Surat Area of Store <u>630.66 sq.ft.</u> Note : (1) Total Figure in Monthly Basis. (2) Bidders are requested to quote only above the estimated rate.	630.66	sq.ft.	37840.00	6811	44651.00
				Total		44651.00
				Quoted Rate	+ Above____%	
				Net Total		

Net Amount in words _____