

TENDER DOCUMENT
FOR
RATE CONTRACT FOR PROVIDING
PRINTING SERVICE AND OTHER
RELATED ITEMS



at

सरदार वल्लभभाई राष्ट्रीय प्रौद्योगिकी संस्थान, सूरत

Sardar Vallabhbhai National Institute of Technology, Surat, Gujarat



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

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

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SCHEDULE–A

Important Dates:

- | | | | |
|----|----------------------------------|---|---------------------|
| 1. | Downloading the Tender Document | : | 25.10.2023 |
| 2. | Last Date of Receipt of Tender | : | 19.10.2023, 5.00 PM |
| 3. | Date of Opening of Technical Bid | : | 20.10.2023, 4.00 PM |

NOTES:

1. Bidders should download the tender document from the Institute's website www.svnit.ac.in under section: Tenders and Enquiries and Central Public Procurement Portal (e-publishing) <https://eprocure.gov.in/epublish/app>
2. Bidders may send their offer by **Hand Delivery/Courier/Post etc.** mentioning over the envelope **The Rate Contract for Providing printing Services and other related Items** However, SVNIT, Surat accepts no responsibility for offers received after the due time and date.
3. **Printing Services-** The Rate Contract of printing Services (i.e. Booklets, ID Card, Invitation Card, Design & Multicolour Printing, Poster Printing, Flex Printing, Star Printing etc.)
4. **Bidder should sign and stamp all the pages of the duly filled tender document in the testimony of having read all the terms & conditions laid down in the tender document.**
5. **Duration of Contract:** The contract period will be initially for a period of **one (01) years** and extendable up to **one (01) more year** subject to satisfactory performance.
6. A demand draft of **Rs 20,000.00/- (Rupees Twenty Thousand Only)** towards refundable **Earnest Money Deposit (EMD)** from a **Nationalized/Public Sector/Private Sector Bank** in favour of **"Director, SVNIT, MHRD Fund"** payable at **Surat** placed in a separate envelope marked **"Earnest Money Deposit"** (EMD) should accompany tender bid documents. The bid security is normally to remain valid for a period of Forty Five (45) days beyond the final bid validity period. The tender will not be considered for evaluation without EMD. The EMD of the successful bidder will be returned to them after receipt of Performance Security. The EMD of unsuccessful bidders will be returned to them within 30 days of declaration of result of technical evaluation. No interest will be paid on the EMD submitted by the bidders.
7. The **Technical Bid Cover** must include Signed copy of **Annexure II, Annexure – III, Annexure–V, V(A) & V(B), Annexure–VI, VI(A), VI(B), Annexure - VIII**, proof of Payment of EMD/Demand Draft. The Demand Draft of **EMD** placed in a separate cover. The **Separate sealed covers** of **Technical Bid, EMD and sample of the required items** shall be put together in a **Single Sealed Cover**. The **Price Bid Cover** includes the **BOQ/Annexure – VII** shall be put together in a **separate Single Sealed Cover**. Both the **Technical Bid Cover** and **Price Bid Cover** should be placed in the Single sealed envelope while submitting the Bid.

- 8. All Documents attached for claiming the Proof under Technical Bid should be self-attested and attached strictly as per the sequence of the schedule serial only, otherwise tender documents will not be considered for further evaluation.** All documents should be prepared and the bidder should fill the marks as per the attached proof.

9. Award of the contract:

L1 will be decided on the basis of price quoted by the bidder for Printing Services- The printing of **Booklets, ID Card, Invitation Card, Design & Multicolour Printing, Poster Printing, Flex Printing, Star Printing etc.** on the total price quoted for all Services.

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

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

In case two or more bidder is L1 for Printing Services- than the work will be awarded on the basis of **HIGHER AVERAGE TURNOVER** of last three financial Year (**2021-2022, 2022-23 and 2023-2024**), if required for tie-breaking, the Turnover of 2023-24 can be used for Breaking the Tie. If further, required for tie-breaking, the Turnover of 2022-23 can be used for breaking the Tie. If further, required for tie-breaking, the Turnover of 2021-22 can be used for breaking the Tie. If the tie still persists, then the merit list will be decided by either a toss of a coin (in case of tie-breaking amongst two) or a draw system (in case tie-breaking amongst more than two) in the presence of the concerned bidders.

- 10.** Not, withstanding the above, the Institute reserves the right to accept or reject any tender and to cancel the bidding process and reject all the quotations at any time prior to the award of the contract.
- 11.** Payment will be made after completion of the work upon the certification from the committee.
- 12.** The bidder who has been awarded **L1** after opening the financial bid will not be permitted to make any changes in the prices. Also, if the bidder is not able to fulfill the contract requirement, a penalty of 200% of the quoted price will be imposed by the SVNIT on the bidder.
- 13.** The bidders whose bid is accepted will be notified of the award of the contract by the institute. The terms and conditions of the accepted offers shall be incorporated in the contract.
- 14.** The submitted tender should be valid for 90 Days from the tender due date.
- 15.** All disputes shall be subject to Surat Jurisdiction only.

Note:

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

Director, SVNIT

Tender for Printing Services (i.e. Booklets, ID Card, Invitation Card, Design & Multicolour Printing, Poster Printing, Flex Printing, Star Printing etc.) **contract period will be initially for a period of one (01) years and extendable up to one (01) more year subject to satisfactory performance.**

1. Sealed Tenders are invited through CPP Portal (e-publishing) of <https://eprocure.gov.in/epublish/app> from interested and eligible firms/companies/ proprietors/individuals for award of a Printing contract on the following terms and conditions.

A.	List & Specifications of Items required : The printing of Booklets, ID Card, Invitation Card, Design & Multicolour Printing, Poster Printing, Flex Printing, Star Printing	Annexure– I
B.	Checklist of Tender	Annexure–II
C.	Eligibility Criteria	Annexure– III
D.	Instruction of Tenders	Annexure –IV
E.	Letter of Undertaking (A) Format of particulars of tender. (B) Format for NON-BLACKLISTING of supplier	Annexure-V, V(A) &V(B)
F.	Form for financial capacity description Form A: Format for Bank Account details of thebidder Form – B :Solvency Certificate	Annexure–VI VI(A), VI(B)
G.	Price bid/quoted price format	Annexure–VII
H.	Scan and Signed copy of Integrity Pact	Annexure–VIII
I.	General Conditions of Contract	Annexure–IX
J.	Special Terms & Conditions Of Contract	Annexure - X

2. Important Dates and availability of tender documents

a.	Last date of submission of tender-----through offline mode.
b.	Download the tender documents: Website of SVNIT: www.svnit.ac.in and Central Public Procurement https://eprocure.gov.in/epublish/app Portal (e-publishing)
c.	Opening of Technical Bid of the tender on ----- at the office of Chairman (Dean, Academic), Administrative Building, SVNIT

3. Nature and Scope of Work

- (i) The Rate contract for Providing Printing Services(i.e. **Booklets, ID Card, Invitation Card, Design & Multicolour Printing, Poster Printing, Flex Printing, Star Printing etc.**)
- (ii) The contract period will be initially for a period of **one (01) years** and extendable up to **one (01) more year** subject to satisfactory performance.
- (iii)The contract price is inclusive of all taxes and duties per item including GST. The bidderhas to bear all incidental cost/tax connected to the execution of the contract.
- (iv)The tender may be canceled without assigning any reason and EMD shall be returnedwithin 30 days of cancellation of the Tender.
- (v) Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.
- (vi)Bringing in outside influence or entering into unsolicited correspondence/ communication will entail rejection of tender and a proceeding for blacklisting.
- (vii) The qualification and disqualification of financial bid evaluation will be decided by the committee and the decision of the committee will be final and binding to all bidders.
- (viii) The list of items for Printing Services is mentioned in the Annexure - I.

4. Eligibility

- (i) **Status:** The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company/Private Limited company registered under the Companies Act.A proof of status should be submitted by the bidder.
- (ii) **Financial Capacity:** The bidders should have the minimum average turnover of Rupees Twenty Lakhs (Rs. 20,00,000.00) during the last three financial years (i.e. F. Y. 2021-2022, 2022-23 and 2023-2024). Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and/or capable to sustain itself financially till bills are processed & payment released.
- (iii)**Experience:** At least five (05) lakhs worth of work order of last three financial year (2021-22, 2022-23,2023-24) in IITs/NITs/IIITs/Centrally funded University/State University/Government Funded organization/Private Firms/Private Organizations At least two order of work in IITs/NITs/IIITs/Centrally funded University/State University/Government Funded organization/Private Firms/Private Organizations, Government College/Institute/Colleges affiliated to State and Central Universities. Order copies with CRAC or completion certificate should be attached along with the tender towards proof of the capacity and past credentials.
- (iv)**Registration:** The Bidder should be registered under GST Act,
- (v) Latest Solvency Certificate Minimum of Rs. 5 Lakh in a prescribe format is required from any scheduled or nationalized bank (issued after date of publication of this tender). (ANNEXURE V(B))
- (vi)A certificate (Affidavit) to be signed by MD / CEO of the company that they have not been debarred or blacklisted for any services, supplies or products dealing in, by any organizations or educational institute/ university or state/ central government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them. (ANNEXURE IV(B))

Annexure-I
List of Items Required under Rate contract for Providing Printing Service

Specifications of the Items

Sr. No.	Description	Approx required Quantity Per Year
1	<p>Booklet of A5 size(English) consist of approximately 100 to 110 pages [Including 90/100 pages single colour printing, 8/12 pages multi colour printing] and Title Cover page multi colour printing with lamination including typesetting of all the pages with proper designing of Title Cover Page designing, formatting and printing</p> <p>Additional Page Printing – 2 side single colour printing</p> <p>Additional Page Printing – 2 side multi colour printing</p> <p>Additional Title Page – with Lamination multicolour printing with binding</p>	1500 Nos.
2	<p>Booklet of A4 size(English) consist of approximately 100 to 110 pages [Including 90/100 pages single colour printing, 8/12 pages multi colour printing] and Title Cover page multi colour printing with lamination including typesetting of all the pages with proper designing of Title Cover Page designing, formatting and printing</p> <p>Additional Page Printing – 2 side single colour printing</p> <p>Additional Page Printing – 2 side multi colour printing</p> <p>Additional Title Page – with Lamination multicolour printing with binding</p>	40 Nos.
3	<p>Booklet of A4 size(Hindi) consist of approximately 100 to 110 pages [Including 90/100 pages single colour printing, 8/12 pages multi colour printing] and Title Cover page multi colour printing with lamination including typesetting of all the pages with proper designing of Title Cover Page designing formatting and printing</p> <p>Additional Page Printing – 2 side single colour printing</p> <p>Additional Page Printing – 2 side multi colour printing</p> <p>Additional Title Page – with Lamination multicolour printing with binding</p>	40 Nos.
4	Invitation card of 7” x 5” size in multi colour, both side printing on Art Card of 300 GSM and single colour printing envelopes.	500 Nos.
5	ID card print with cover and printed strip	1500 Nos.
6	A4 Size Design and Multicolour Printing 200 GSM	50 Nos.
7	A3 Size Design and Multicolour Printing 250 GSM	50 Nos.
8	A5 Size Design and Multimcolour Printing 300 GSM	50 Nos.
9	Poster Design and Multicolour Printing Size : A4, A3 and A5	50 Nos.

10	Flex Printing per Sq. ft. along with standy and pesting. 220 GSM, Black back media, Frame : 1 x 1 inch, 2 kg MS pipe.	432 Sq.Ft.	Per Sqft.
11	Star Printing per Sq. ft. along with standy with pesting. 300 GSM, Black back media, Frame : 1 x 1 inch, 2 kg MS pipe.	960 sq.ft	Per Sqft.
12	Sun Board Print and Pesting 5mm	76 Sq.ft.	Per Sqft.
13	Only Flex Print & Pesting 220 GSM, Black back media,	1533 Sq.ft.	Per Sqft.
14	Certificate Folder <ul style="list-style-type: none">) Opening Size : 50mm x 33cm height.) Closed Size : 25cm x 33cm.) Front and Backside Dark Marron Heavy quality lather type Rexine.) All border, including inner and outer stitching.) In side left and right 24 x 33cm two transparent pocket with stitch with folder border marron rexine (2cm stich).) Embossing of Logo and Institute name on front side of the cover. 	1400 Nos.	Per No.

Note : 1) Sample should be attached of the above items with Technical Bid

2) The contract period will be initially for a period of One (01) year and extendable up to One (01) more year subject to satisfactory performance.

Terms and Conditions

- a. Overall lowest price will only be considered for awarding of the Purchase Order.
- b. The brand or make of each item should be specifically stated and wherever necessary, Complete set of specifications and dimensions should be given.
- c. The successful vender has to appear for the proofreading of item mentioned in the work order within 5 days of receiving of work order
- d. Upon completing the proofreading process, within a period of 7 days, the selected vendor shall be required to furnish a preliminary sample for evaluation by the committee's approval prior to commencing the bulk supply.
- e. The quoted rates must encompass all applicable charges, including GST, freight, loading, and other relevant taxes.
- f. The firm shall bear the responsibility for both loading and unloading tasks. The firm is accountable for managing and executing the process of loading and unloading as required.
- g. The participant is requested to sign one copy of the specifications, terms, and conditions as an acknowledgment of acceptance. This signed copy will serve as a token to indicate that the recipient has thoroughly reviewed and agreed to abide by all the mentioned specification, terms and conditions.
- h. The delivery period is to be clearly mentioned in the quotation. The mode of delivery of the items may be mentioned. The delivery should be F.O.R. Institute.
- i. All concessions available to an educational institution should be specified and also taken into account while quoting.
- j. Payment is normally made by cheque /NEFT/RTGS drawn on the S.V.N.I.T. Branch Office of State Bank of India, Surat-395007 within a period of thirty days from the date of receipt of stores.
- k. The institute reserves the right to terminate the contract if the tenderer breaches the confidentiality requirements, fails to meet the quality standards, or violates any other terms and conditions outlined in the agreement. In such cases, the institute may seek legal remedies as deemed appropriate.

Annexure –II

CHECKLIST FOR TENDERER

Sr. No.	Particular	Yes/No	Page No.
1	Have you filled in and signed the details and enclosed relevant documents ?		
2	Have you read and understood various conditions of the tender and willing to abide by them ?		
3	Have you submitted the EMD of Rs. 20,000/- (Rupees Twenty Thousand Only) to the office of Dean, Academic		
4	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender documents ?		
5	Have you attached proof of having met the Eligibility Criteria ?		
6	Have you attached a self-attested copy of the document to show the financial status of the tenderer ?		
7	Have you attached the self-attested experience certificate issued by the organization/Govt. depts./etc if any ?		
8	Has your bid been submitted as per the requirements of the Tender ?		
9	Is your BOQ/financial Bid submitted as per the prescribed formatting the tender document ?		
10	Have you submitted the tender documents in two parts within the respective cover in the office of Dean, Academic?		

Signature of Tenderer

Annexure –III
Technical Bid
Technical Evaluation Sheet
(Bidder must fill all the Columns)

Sr. No.	Eligibility Criteria	Proof Attached Y/N	Proof Attached at page No.
01	The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. A proof of status should be submitted by the bidder.		
02	Permanent Account Number : GST Registration Number:		
03	The bidder must have a Minimum Average Annual Turnover from Printing services of Rs. 20 Lakh during the last three financial years (2021-22, 2023-2023 and 2023-24) . All bidders should submit copies of audited Statement of Accounts for the last three years ending 31 March 2023 along with the tender documents.		
04	At least five (05) lakhs worth of work order of last three financial year (2021-22, 2022-23, 2023-24) in IITs/NITs/IIITs/Centrally funded University/State University/Government Funded organization/Private Firms/Private Organizations/ Government College/Institute/Colleges affiliated to State and Central Universities. Order copies with CRAC or completion certificate should be attached along with the tender towards proof of the capacity and past credentials.		
05	Latest Solvency Certificate Minimum of Rs. 5 Lakh in a prescribeformat is required from any scheduled or nationalized bank. (Annexure VI(B)) must be filled along with supporting documents duly signed and sealed by the bidder).		
06	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 (Annexure V(B))		
07	The bidder must submit copy of acknowledgement of Income Tax return for the three financial years, 2021-22, 2022-23 and 2023-24	F.Y. 2021-22 F.Y. 2022-23 F.Y. 2023-24	
08	Format for Bank Account details of the bidder, ((Annexure VI(A))” must be filled).		
09	Whether firm is MSEs Unit: If YES, then please Specify the category of ownership: SC/ST or Women: (Please Submit the Documentary Evidence for UAM and ownership details.)		
10	Scan and Signed copy of Integrity Pact as per Annexure IX		

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:

- i. Bidders must submit the documentary proof in support of meeting the minimum qualification 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.
- ii. 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.
- iii. 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
- iv. All the documents should be signed otherwise tender document will not be considered for further evaluation.
- v. 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

ANNEXURE– IV

SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, SURAT

INSTRUCTIONS TO TENDERERS

1. The tenderer shall submit the tender in two parts to the office of Dean, Academic consisting of Part- I(technical) and Part-II-Financial Bid (i.e., BOQ/Price Bid) each in separate cover. The EMD of Rs 20,000/- (Rupees Twenty Thousand Only) needs to be submitted along with the Part-I to the Office of Dean, Academic in a sealed cover. The EMD of the successful bidder will be returned to them within 30 Days without any interest after deployment of services. The EMD of unsuccessful bidders will be returned to them within 30 days of declaration of result of technical evaluation. No interest will be paid on the EMD submitted by the bidders. Tenders not accompanied with EMD shall be considered as invalid and rejected.
2. The successful contractor shall deposit **Rs.50,000/- (Rupees Fifty Thousand)** as Performance Security in favour of ‘Director, SVNIT, MHRD Fund’ payable at Surat. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor to SVNIT Surat. In case of any default on the part of the contractor, the security deposit will be forfeited and the decision of SVNIT authorities in this regard will be treated as final and abiding to the contractor.
3. Duly filled in tenders are to be submitted to the Office of Dean, Academic within the date & time mentioned in the Tender Document. No tender is acceptable through any other mode.
4. The Part-I offer of those Tenderers, whose EMD is found in order and submitted as prescribed, will be opened immediately thereafter. Otherwise, the offer will be considered as invalid and other parts will not be opened.
5. The tender shall be valid for 90 days for acceptance from the date opening of the Technical Bid.
6. Tenders not received in the prescribed forms as specified in the invitation will be liable for rejection
7. The Tenderer(s) shall duly fill in all particulars in the format as at **Annexure- V(A)** and it shall form part of tender document under Techno-Commercial bid non-submission of duly filled in & signed form of tender shall be the tender invalid.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions of Contract (SCC) & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the “Schedule of Rates” with the Work Order for awarding of the work and Bidder’s Letter of acknowledgement shall form the contract. In case of any conflict between the terms mentioned in General Conditions of Contracts and Special Conditions of Contract, The Latter shall prevail.
9. SVNIT will not pay the development charges or interest rates under no circumstances.
10. The Tenderers shall furnish the following documents as part of Technical Bid.
 - a. Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. along with following documents:
 1. Incase of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 2. Incase of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 3. Incase of Limited Companies/Private Limited companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, Subscribed and paid-up capital.
 4. Incase of Co-Operative Society, attested copy of the certificate of registration from the Registrar of Co-Operative societies.

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

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

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

12. Bid Preparation

1. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

13. Bid Submission

1. Bidders have to submit the bid to the Office of the Dean, Academic.

AMENDMENT OF BID DOCUMENT

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

14. Documents to be submitted

- i. Income Tax Return preceding 3 years (Financial Year 2021-2022, 2022-2023 and 2023-2024) for preceding three years from the date of tender.
- ii. Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the Mandate Form. (AS PER ANNEXURE IV AND V)
- iii. Copies of Permanent Account Numbers (PAN Card).
- iv. GST Registration Number and copy of Certificate of Service Tax registration. (if applicable)

15. Bid Opening Procedures

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

16. Clarification on Technical Bid Evaluation

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

17. Technical Bid Evaluation

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

18. Financial Bid Opening Procedure

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

19. Financial Bid Evaluation

- i. L1 will be decided on the basis of price quoted by the bidder.
 - ii. Being L1 will not be the sole criteria for eligibility for award of contract. The feasibility of the price determination method adopted by the bidder will be examined by the committee on scheduled date & time and the bidder needs to be present in front of the committee to explain the same.
 - iii. The qualification and disqualification of financial bid evaluation will be decided by the committee. And the decision of the committee will be final and binding to all bidders.
 - iv. In case two or more bidder is L1 any independently than the work will be awarded on the basis of HIGHER AVERAGE TURNOVER of last three financial Year (2021-2022, 2022-23 and 2023-2024), if required for tie- breaking, the Turnover of 2023-24 can be used for Breaking the Tie. If further, required for tie- breaking, the Turnover of 2022-23 can be used for breaking the Tie. If further, required for tie- breaking, the Turnover of 2021-22 can be used for breaking the Tie. If the tie still persists, then the merit list will be decided by either a toss of a coin (in case of tie-breaking amongst two) or a draw system (in case tie-breaking amongst more than two) in the presence of the concerned bidders.
- 20.** Tenders containing over writing or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount/quantity not shown in figures and words will be liable for rejection.
- 21.** 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 the finally quoted rate(s)/amount.
- 22.** The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
- 23.** Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.

24. Any request from the tenderer in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. If the tenderer withdraws his tender after opening of the tender, but before the expiry of the validity period of the BOQ, the Earnest Money shall be forfeited.
25. By submitting a tender, the tenderer will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the specifications and conditions attached and he has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of offer shall not be entertained.
26. Authority of SVNIT Surat reserves the right to accept /reject any or all tenders without assigning any reason thereof or divide the work with multiple parties(bidder).
27. Tender documents are not transferable.
28. Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co-Operative Society etc. formed after the floating date of the tender are not eligible for participating in the tender.
29. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SVNIT website and no change is made there in before submission of their tender. In the event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer SVNIT. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected
30. While re-submitting the tender, the tenderer should ensure that the details/ documents are submitted as per the checklist.
31. The Director SVNIT, Surat reserves the right to withdraw/relax/interpret any of the terms and conditions mentioned herein before; in such a situation the tenderer shall be given sufficient time to take the change into account.
32. 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.
33. **For any clarification:** Please contact:

**The Director,
Kind Attention: Asso Dean, Academic,
S. V. National Institute of Technology, Ichchhanath, Dumas Road, Surat
Pin code: 395007, State: Gujarat.
Email – adean_acad@svnit.ac.in
Ph. No.: +91-9099573650**

Date:
Place:

Signature of Tenderer with Organization Stamp

Name:

Designation:

Annexure –V

(Letterhead of Tenderer)

Declaration Letter
(To be enclosed with the Technical bid)

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

Dear Sir,

Sub: Enquiry regarding at SVNIT, Surat

With reference to the above, I / We am / are offering 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 kinds of Govt. Taxes and any other charges involved for all the items mentioned in the tender document if any such as packing, forwarding, transportation, insurance and any other cost incidental to delivery of services in Institute Central Store of SVNIT, Surat situated in campus of SVNIT, Surat Campus.

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

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

Thanking you, yours faithfully, Encl: As stated

Signature of Tenderer or their Authorized Person

Date:

Full Name.....

Place.....

Company Seal.....

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

ANNEXURE-V(A)

(ON LETTERHEAD OF THE FIRM)

Tender for the rate contract of providing the printing services for ID Card, Invitation Card, Souvenir, File Folder, Coupon.

Detailed Particulars of the Tenderer:

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

Signature of Tenderer

ANNEXURE-V(B)

(To be enclosed with the Technical Bid)

FORMAT FOR NON-BLACKLISTING OF SUPPLIER

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

Deponent

Address _____

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

Deponent

Dated: _____

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

Annexure –VI

FORM FOR FINANCIAL CAPACITY DESCRIPTION

Description	Financial Year		
	2021-22	2022-23	2023-24
Annual Turnover			

Signature of Tenderer

ANNEXURE-VI (A)

(To be enclosed with the Technical Bid)

Format for Bank Account details of the bidder

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

Bank Account details:

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

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or affected at all for reasons of incomplete or incorrect information, I would not hold the Institute responsible for this.

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

Seal and signature of the bidder.

Certification from the banker:

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

Seal and signature of the authorized officer of the bank

ANNEXURE-VI (B)

Solvency Certificate

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

To
The Director,
Sardar Vallabhbhai National Institute of Technology, Surat
Ichchhanath, 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 treated as good for an engagement up to a sum of Rs..... (Solvency
amount)only as on (Date of Certificate).

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

Yours Faithfully,

For. Bank

Bank Officer with designation

ANNEXURE-VII

Rate contract of providing the printing services for ID Card, Invitation Card, Souvenir, File Folder, Coupon.

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

Sr. No.	Description	Quantity	Unit	Per No.	Total
1	Booklet of A5 size(English) consist of approximately 100 to 110 pages [Including 90/100 pages single colour printing, 8/12 pages multi colour printing] and Title Cover page multi colour printing with lamination including typesetting of all the pages with proper designing of Title Cover Page designing, formatting and printing Additional Page Printing – 2 side single colour printing * Additional Page Printing – 2 side multi colour printing * Additional Title Page – with Lamination multicolour printing with binding	1500 Nos.	Per No.		
2	Booklet of A4 size(English) consist of approximately 100 to 110 pages [Including 90/100 pages single colour printing, 8/12 pages multi colour printing] and Title Cover page multi colour printing with lamination including typesetting of all the pages with proper designing of Title Cover Page designing, formatting and printing Additional Page Printing – 2 side single colour printing * Additional Page Printing – 2 side multi colour printing * Additional Title Page – with Lamination multicolour printing with binding	40 Nos.	Per No.		
3	Booklet of A4 size(Hindi) consist of approximately 100 to 110 pages [Including 90/100 pages single colour printing, 8/12 pages multi colour printing] and Title Cover page multi colour printing with lamination including typesetting of all the pages with proper designing of Title Cover Page designing formatting and printing Additional Page Printing – 2 side single colour printing * Additional Page Printing – 2 side multi colour printing * Additional Title Page – with Lamination multicolour printing with binding	40 Nos.	Per No.		
4	Invitation card of 7” x 5” size in multi colour, both side printing on Art Card of 300 GSM and single colour printing envelops.	500 Nos.	Per No.		
5	ID card print with cover and printed strip	1500 Nos.	Per No.		
6	A4 Size Design and Multicolour Printing 200 GSM	50 Nos.	Per No.		
7	A3 Size Design and Multicolour Printing 250 GSM	50 Nos.	Per No.		

8	A5 Size Design and Multicolour Printing 300 GSM	50 Nos.	Per No.		
9	Poster Design and Multicolour Printing Size : A4, A3 and A5	50 Nos.	Per No.		
10	Flex Printing per Sq. ft. along with standy and pesting. 220 GSM, Black back media, Frame : 1 x 1 inch, 2 kg MS pipe.	432 Sq.Ft.	Per Sq.ft.		
11	Star Printing per Sq. ft. along with standy with pesting. 300 GSM, Black back media, Frame : 1 x 1 inch, 2 kg MS pipe.	960 sq.ft	Per Sq.ft.		
12	Sun Board Print and Pesting 5mm	76 Sq.ft.	Per Sq.ft.		
13	Only Flex Print & Pesting 220 GSM, Black back media,	1533 Sq.ft.	Per Sq.ft.		
14	Certificate Folder <ul style="list-style-type: none">) Opening Size : 50mm x 33cm height.) Closed Size : 25cm x 33cm.) Front and Backside Dark Marron Heavy quality lather type Rexine.) All border, including inner and outer stitching.) In side left and right 24 x 33cm two transparent pocket with stitch with folder border marron rexine (2cm stich).) Embossing of Logo and Institute name on front side of the cover. 	1400 Nos.	Per No.		

Note : 1) Sample of the all above items should be attached with Technical bid.

2) The contract period will be initially for a period of one (01) year and extendable up to one (01) more year subject to satisfactory performance.

Signature of the Bidder

ANNEXURE-VIII

INTEGRITY PACT

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

Tender Reference No.:

Name of Tender / Work:

Dear Sir/Madam,

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form D 1

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

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

Tender Reference No.:

Name of Tender / Work:

Dear Sir,

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form D2

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

INTEGRITY AGREEMENT

This integrity agreement is made at on this..... day of..... 20.....

BETWEEN

The 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 for at SVNIT, Surat.” (Name of work) hereinafter referred to as the "Contract". AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "integrity Pact" or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment the Principal / Owner

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

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

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

Article 3: Consequences of Breach

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

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

Article 4: Previous Transgression

- (i) The Bidder declares that previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify its exclusion from the Tender process.
- (ii) if the Bidder makes an incorrect statement on this subject. he can be disqualified from the "tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (iii) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6: Duration of the Pact

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

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

Article 7: Other Provisions

- i. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- ii. Changes and supplements need to be made in writing. Side agreements have not been made.
- iii. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board Resolution.
- iv. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- v. It is agreed 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/Contract documents with regard to any of the provisions covered under this Integrity Pact.

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

.....
.....

(For and on behalf of Principal / Owner) (For and on behalf of Bidder /Contractor)

WITNESSES:

1)(Signature, name and address)

2)(Signature, name and address)

Place:

Date:

ANNEXURE-IX

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

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

18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words, the importing person shall include firms and companies and vice versa.

19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be canceled. (Cartel means quoting price in connivance so as to influence the bid)

B. RESPONSIBILITIES OF NIT OFFICIALS

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

C. ASSIGNMENT AND SUB-CONTRACTING

21. The bidder shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of the Engineer.

22. The bidder shall not sub-contract the works without written consent of NIT and such consent if given shall not absolve the Contractor from responsibility, liability or obligation under the contract and he shall be responsible for the act's defaults or neglects of any sub-contractor, his agents, servants, or workman as fully as if they were the acts defaults, neglects of the contractor, his agent, servants or workman.

23. In case the bidder fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SVNIT reserves the right to impose penalty as deemed fit.

D. CONTRACT DOCUMENTS

24. **Documents mutually explanatory:** The several documents forming the contract are to be taken as mutually obligatory of one another, and interpreted harmoniously, and in case of ambiguities or discrepancies, the same shall be clarified by NIT representative who shall thereupon issue to the bidder instructions / directions indicating the manner in which the work is to be carried out.

25. **Further instructions:** The representative of SVNIT shall have full power and authority as delegated to him to issue to the bidder, from time to time during the progress of the work, such further instructions as shall be necessary for the purpose of proper and adequate execution of the work and the bidder(s) shall carry out and be bound by such further instructions.

E. GENERAL OBLIGATIONS OF THE BIDDER

26. **Sufficiency of tender:** The bidder shall be deemed to have satisfied himself before submitting tender as to the correctness and sufficiency of his tender for the works and of the rates stated in the tender schedule which shall cover all his obligations under the contract and all matters things necessary for the proper completion and maintenance of the work.

27. An Integrity pact to maximize transparency between SVNIT and bidder is to be signed. (ANNEXURE VIII)

28. Latest Solvency Certificate Minimum of Rs. 5 Lakh in a prescribed format (ANNEXURE V(B)) is required from any scheduled or nationalized bank (issued after the date of publication of this tender).

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

a) **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be canceled. (Cartel means quoting price in connivance so as to influence the bid).

- b) **Final Certificate** The contract shall not be considered as completed until a Final Certificate has been signed and issued to the bidder stating that the works have been completed in accordance with the terms of the contract & contractor has submitted a no dues certificate evidencing closure of contract.
30. **Law in Force in Relation to Contract:** The contractor amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
31. **LEGAL COMPLIANCE:** The bidder shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance.
32. Order will be placed to one party on the basis of L-1 quotation. However, all the tenderers may be required to explain /justify the basis of their quoted price and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in their tendering and his bid will be disqualified.

33. ARBITRATION

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 hereafter 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.

34. **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.
35. **AMENDMENT:** Except to the extent expressly set forth in the Contract, no change in modification, in any form whatsoever, shall be valid or enforceable unless it is in writing on stamp paper of requisite value and signed by the party to be charged there with or its duly authorized representative.
36. **JURISDICTION:** The competent court at Surat shall have the exclusive jurisdiction upon any matter arising out of this contract.

ANNEXURE-X

SPECIAL TERMS & CONDITIONS OF CONTRACT

Terms and Conditions:

1. The printing of Booklets, ID Card, Invitation Card, Design & Multicolour Printing, Poster Printing, Flex Printing, Star Printing etc., is a strictly confidential matter. The tenderer must ensure that all details related to the printing, including content, design and serial number remain confidential and are not disclosed to any unauthorized individuals or entities.
2. The tenderer should implement appropriate measures to safeguard the confidentiality of the item details throughout the printing process.
3. The responsibility for conducting a thorough proofreading and quality control measures to ensure the accuracy and correctness of the printed items, including verifying content, layout, formatting, serial number, and the name of the institution, lies with the committee.
4. The successful vendor has to appear for the proofreading of items mentioned in the work order within 5 days of receiving the work order. If the vendor fails to do so, it will be considered that the vendor is not interested in fulfilling the order requirement as per the specification. Hence, the order will be treated as canceled without any further communication.
5. Upon completing the proofreading process, within a period of 3 days, the selected vendor shall be required to furnish a preliminary sample again for the final evaluation by the committee's approval prior to commencing the bulk supply.
6. The quoted rates must encompass all applicable charges, including GST, freight, loading, and other relevant taxes.
7. The firm shall bear the responsibility for both loading and unloading tasks. The firm is accountable for managing and executing the process of loading and unloading as required.
8. The participant is requested to sign one copy of the specifications, terms, and conditions as an acknowledgment of acceptance. This signed copy will serve as a token to indicate that the recipient has thoroughly reviewed and agreed to abide by all the mentioned specifications, terms and conditions.
9. Submission of a copy of the declaration concerning the registration of the press/firm is required.
10. The institute shall retain all intellectual property rights associated with the content of the printed item. The bidder shall not claim any ownership rights or reproduce the items without prior written consent from the institute.
11. The institute reserves the right to terminate the contract if the tenderer breaches the confidentiality requirements, fails to meet the quality standards, or violates any other terms and conditions outlined in the agreement. In such cases, the institute may seek legal remedies as deemed appropriate.

A. LIQUIDATED DAMAGES

While granting an extension of the delivery period, where the delivery of stores or any installment thereof is accepted after the expiry of the original delivery period, the CA may recover from the contractor, as agreed, as LD a sum equivalent to 0.5 (half) per cent of the delivered price (including elements of GST, freight and variations) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum

deduction of the 5% of the total contract value. In case of inordinate delay this maximum deduction shall be 10% of the total contract value.

B. PERFORMANCE SECURITY

Within Twenty (15) days from the date of the issue of service order, the firm has to submit a performance security of Rs. 50,000/- to be submitted from an Indian Scheduled Bank in the form bank guarantee valid upto sixty (60) days beyond the completion of contract period. No interest will be payable on the Performance Security deposited. In case the bidder fails to provide satisfactory service within the contract period, the Performance Security submitted by the firm is liable to be forfeited.

C. RISK AND COST

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

D. PAYMENT TERMS:

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

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

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

LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID

Sr. No.	Documents
1	Checklist for Tenderer Annexure-II , Eligibility Criteria Annexure - III DD of Earnest Money Deposit (EMD)
2	Letter of Undertaking and Format of Particular of tender Annexure-V , Details particular of tenderer, Black listing V(A) & V(B)
3	Financial Capacity, Bank Details, Solvency Annexure -VI, VI(A)&VI(B) Integrity Pact between SVNIT and contractor Annexure-VIII
4	BoQ/Price BID Annexure VII
