

Tender for Celebrity Night-SPARSH 2022



Issue of tender/ Downloads : 07.04.2022

Receipt of tender : 09.04.2022 up to 2:00 p.m.

The Director, S. V. National Institute of Technology, Ichchhanath, Surat – 395 007.

Tender for Celebrity Night-SPARSH 2022

The contents of the tender document are as follows:

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5.	SCHEDULE-E	Special Conditions of Contract
6.	SCHEDULE-F	Technical Evaluation Criteria
7.	FORM A	Letter Of Undertaking and Declaration
8.	FORM B	Details of Organization of the Tenderer
9.	FORM C	Technical Evaluation Sheet
10.	FORM D	Financial Information
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12.	FORM F	Format For Bank Account Details of the Bidder
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SCHEDULE – A

Important Dates:

1.	Downloading the Tender Document	:	07.04.2022
2.	Last Date of Receipt of Tender	:	09.04.2022, 2.00 PM
3.	Date of Opening of Technical Bid	:	09.04.2022, 5.00PM

NOTES:

1. Bidders should download the tender document from the Institute's website (www.svnit.ac.in) under section: **Tenders and Enquiries**
2. Bidders may send their offer by **Hand Delivery/Courier** mentioning over the envelope **Celebrity Night-SPARSH 2022** so as to reach the following address on or before **08.04.2022 up to 5 PM** only. However, SVNIT, Surat accepts no responsibility for offers received after the due time and date.

**The Director,
S. V. National Institute of Technology,
Ichchhanath, Dumas Road, Surat
Pin code: 395 007
State: Gujarat.**

3. **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.**
4. A demand draft of **Rs 50,000.00/- (Rupees Fifty Thousand Only)** towards refundable **Earnest Money Deposit (EMD)** from a **Nationalized/Public Sector/Private Sector Bank** in favour of **"Director, SVNIT, MHRD Fund"** payable at **Surat** placed in a separate envelope marked **"EMD"** should accompany tender bid documents. Both the demand drafts should be valid for 90 days. The tender will not be considered for evaluation without **EMD**. The EMD of the successful bidder will be returned to them within 60 Days without any interest after deployment of services. The earnest money of unsuccessful bidders will be returned to them without any interest after awarding the offer.
5. The **Technical Bid Cover** includes Signed copy of Tender, Form A, Form B, Form C, Form D, Form E, Form F, Form G, G1, G2, Proof of Payment of EMD/Demand Draft/NEFT (**Annexure A**). The Demand Draft of **EMD** placed in a separate cover. The **Separate sealed covers** of **Technical Bid, EMD** shall be put together in a **Single Sealed Cover**. The **Price Bid Cover** includes the **Form H** 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 envelop while submitting the Bid.
6. **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 document will not be considered for further evaluation.** All documents should be prepared and bidder should fill the marks as per the attached proof.
7. Award of the contract:

Being L1 will not be sole criteria for eligibility of 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 need 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 than the work will be awarded on the basis of **AVERAGE TURNOVER** of last three financial Year (**2018-2019, 2019-20 and 2020-2021**), if required for tie-breaking, the Turnover of 2020-21 can be used for Breaking the Tie. If further, required for tie-breaking, the Turnover of 2019-20 can be used for breaking the Tie. If further, required for tie-

breaking, the Turnover of 2018-19 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 contractors.

8. 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.
9. Payment will be made only after completion of the event on the approval of competent authority. However, in exceptional cases partial payment will be made on the mutually agreed terms and condition.
10. The bidder who has been awarded **L1** after opening the financial bid will not be permitted to make any changes in the artist requirement. Also, if 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. The bidder has to despite the amount in a week time of awarding the work.
11. 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 offer shall be incorporated in the contract.
12. The submitted tender should be valid for **three months** from the tender due date.
13. 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 irresponsibly. No communication will be made, and allotment will be offered to the next bidder in the merit list.

Director

SCHEDULE – B

Nature and Scope of Work, Performance Fee and Deliverables

1. Nature and Scope of Work

- i) The contract involves “**Celebrity Night of 150min - Ms Shirley Setia (Bollywood Singer)**” on 16th April 2022, **7.30 PM-10.00PM**.
- ii) The contract price is inclusive of all taxes and duties including G.S.T. Contractor is to bear all incidental cost/tax connected to the execution of the contract.
- iii) The work shall be awarded to one party subject to matching with **Lowest Price** determined in the tender process.
- iv) Being L1 will not be sole criteria for eligibility of 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 need to be present in front of the committee to explain the same.
- v) 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.
- vi) The tender may be canceled without assigning any reason and EMD shall be returned within one month of cancellation of the Tender.
- vii) Revocation/withdrawal from tender at any stage before or after opening of price bid shall entail forfeiture of EMD.

2. The performance fee includes the following:

- i) Performance fees of the Artist(s), associates, musicians, and any other person necessary for conducting the program (for min. 150 Min on stage).
- ii) Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Surat, Vadodara or Ahmedabad, as per convenience) by the firm/agency/bidder
- iii) Local travel for the above personnel. (Airport to hotel and hotel to institute-to and fro) by the firm/agency/bidder.
- iv) Lodging and food (including refreshments, snacks, water in Surat) for all the above personnel by the firm/agency/bidder
- v) Any other charges/expenses to be done by firm/agency/bidder to conduct the celebrity performance including Tech-Rider
- vi) No change in price will be entertained due to any reason.

3. Deliverables Required

DELIVERABLES REQUIRED	SPECIFICATIONS
Performance fee includes the following: a) Performance fees of the Artist(s), associates, musicians, and any other person necessary for conducting the program (for min. 150 Min on stage). b) Air Travel/rail Travel for all the above personnel (From the artist pick up to nearest airport (Surat, Vadodara or Ahmedabad, as per convenience) by the firm/agency/bidder c) Local travel for the above personnel. (Airport to hotel and hotel to institute-to and fro) by the firm/agency/bidder. d) Lodging and food (including refreshments, snacks, water in Surat) for all the above personnel by the firm/agency/bidder e) Any other charges/expenses to be done by firm/agency/bidder to conduct the celebrity performance including Tech-Rider. f) No change in price will be entertained due to any reason.	Ms Shirley Setia (Bollywood Singer)

4. 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) All bidders should submit along with their tender, copies of the valid license no. under PAN Card and GST.
- (c) Bidder shall have a minimum five years of experience in providing artist /celebrity/similar services for the celebrity nights/show as on tender submission deadline. Name, address / contact details of the present and past clients to be provided with a copy of the work order need to be enclosed with the technical bid.
- (d) Experience of having successfully provided artist /celebrity/similar services for the celebrity nights/show in IIT/NIT/IIITs/Central Funded Technical Institutions as on tender submission deadline during the last five (05) years [2016-2017, 2017-18, 2018-19, , 2019-20, and 2020-21] with at least one of the following conditions (**bidder must fulfill at least one criteria of the experience**)
 - i) At least **One (01)** similar completed work of at least order of value Rs. 10 Lakh and above
 - ii) At least **Two (02)** similar completed work of at least order of value Rs. 05 Lakh and above.
 - iii) At least **Three (03)** similar completed work of at least order of value Rs. 04 Lakh and above
- (e) The bidder must have a **Minimum Annual Average Turnover** from the similar services of **Rs. 50 Lakh** during the **last three financial years i.e.** 2018-19, 2019-20, and 2020-21. All bidders should submit copies of audited Statement of Accounts for the last three years ending March 31, 2021 along with the tender documents
- (f) The bidder must submit copy of acknowledgement of Income Tax return for the three financial 2018-19, 2019-20, and 2020-21.
- (g) The bidder must submit duly filled and signed Letter of undertaking and Declaration letter. Incomplete forms in any respect would summarily be rejected (**Form A**)
- (h) The bidder must submit duly filled and signed Declaration letter. Incomplete forms in any respect would summarily be rejected (**Form E**)
- (i) The bidder must submit duly filled and signed format for Bank Account details of the firm (**Form F**).
- (j) Integrity Pact (**Form G, G1, G2**)

SCHEDULE – C

S.V. NATIONAL INSTITUTE OF TECHNOLOGY, SURAT

INSTRUCTIONS TO TENDERERS

TENDER NOTICE NO.:

DATED: 07.03.2022

- 1.** The tenderer shall submit the tender in two parts consisting of Part-I (techno-commercial- Signed copy of Tender, Form A, Form B, Form C, Form D, Form E, Form F, Form G, Form G1, Form G2, Proof of Payment of EMD/Demand Draft) and Part-II- Financial Bid (Form H) each in separate cover. The **EMD of Rs. 50,000/- (Rupees Fifty Thousand Only)**. Tenders not accompanied with EMD shall be considered as invalid and rejected.
- 2.** Duly filled in tenders are to be submitted physically within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
- 3.** The Part-I offer of the those Tenderers, whose EMD are 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.
- 4.** The tender shall be **valid for 30 days** for acceptance from the date opening of the price bid & withdrawal in between shall entail the forfeiture of Earnest Money.
- 5.** Tenders not received in the prescribed forms as specified in the invitation to will be liable for rejection.
- 6.** The Tenderer(s) shall dully fill in all particulars in the format as at **Form A** and it shall form part of tender document under Techno-Commercial bid. Non-submission of duly filled in & signed form of tender shall render the tender invalid.
- 7.** The invitation to Tender, Nature and Scope of Work, Performance Fee and Deliverables, Instructions to Tenderers, General Conditions of Contract and Special Conditions of Contract form of tender along with the rates quoted against each item in the "**Schedule of Rates- Form-I**" with the Letter of Acceptance and Work Order for awarding of the work and Contractor'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 Letter shall prevail.
- 8.** Bidders registered with any of the following agencies/ bodies as per Public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption. Prefer GFR 2017 for more details.
 - i) Khadi and Village Industries Commission (KVIC)
 - ii) National Small Industries Corporation (NSIC)
 - iii) Any other body specified by Ministry of MSME/GOI

9. The Tenderers shall furnish the entire essential document which is essential to support the claim.

10. Other Conditions:

- 10.1 Category of Tenderer, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:
- i. In case Of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
 - ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
 - iii. In case of Limited Companies, Memorandum & Articles of Association, Certificate Incorporation, Authorized, 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.

- 10.2 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.
- 10.3 Information about officer of the firm/ Company being an employee, past or present or relationship of any employee of SVNIT, Surat with Proprietor, Partner – Director of the firm is to be furnished.
- 10.4 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in SVNIT, Surat or any Government Department/Public Undertaking has been:
- a. Black listed.
 - b. Removed from the approved list of Contractors.
 - c. Demoted to lower class of job.
 - d. Under Orders for banning of suspending business with him/ them. If yes, give the details indicating the period.

10.5 Banning of Business Dealings:

- a. If it is found during processing of the Tender or execution of contract the Tenderer or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban or any further business dealings shall be imposed for a specified .
- b. 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 Plant/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.

10.6 Contractor's Background:

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

10.7 Documents to be submitted

- (a) Details of Registered office.
- (b) Details of persons who will be coordinating the whole contract.
- (c) Copy of Audited Balance Sheet, Profit & Loss Account and Income Tax Return preceding 3 years. Financial Year 2018-19, 2019-2020, 2020-2021 (Duly attested by Notary) for **preceding three years** from the date of tender.
- (d) Details of the bank account indicating the name of bank branch & account number to which payment is to be made in the **Mandate Form**.
- (e) Copies of Permanent Account Numbers (PAN Card).
- (f) GST Registration Number and copy of Certificate of Service Tax Registration.
- (a) 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.
- (b) The financial bids of those bidders whose Technical Bids are accepted, shall be opened by the Committee on the specified date and time.

11. CLARIFICATION ON TECHNICAL BID EVALUATION

- (a) 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 a request by the Institute shall not be considered. The Institute's request for clarification and the response shall be in writing.
- (b) If a bidder does not provide clarifications of its bid by the date and time set in the Institute's request for clarification, the bid may be rejected.
- (c) Institute also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

12. TECHNICAL BID EVALUATION

The Bidder has to quote mandatory for all the items provided in the Price Bid (Form H). Technical bids will be evaluated based on submitted documents. And the technical methodology adopted by the bidder need to explain on scheduled date and time to the committee formed by the competent authority of SVNIT, Surat. The decision of the committee will be final and binding to all bidders and can't be questioned at any stage of evaluation. Artist line up will be selected by the committee appointed by Dean S/W. The bidders who qualify in the technical evaluation may be intimated through email & telephone.

13. FINANCIAL BID OPENING PROCEDURE

The Financial Bids-**Form H** of all technically qualified Bidders may be opened on the scheduled date and time.

14. FINANCIAL BID EVALUATION

Being L1 will not be sole criteria for eligibility of 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 need 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.

15. Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of "Schedule of Rates" (Financial Bid) and amount/ quantity not shown in figures and words will be liable for rejection.
16. 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.
17. Tenders(s) with rates in SVNIT different from those prescribed in "Schedule of Rates" will be liable for rejection. Price bid not received in the prescribed format shall be liable for rejection.
18. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
19. Tenders must consider all the expenses related to travel (including Local travel, stay in Surat, food and any other expenditure by the artist and its crew members). No alteration of price should be done once you fill the tender.
20. 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 Price Bid, the Earnest Money shall be forfeited.
21. The successful tenderer shall make his own arrangement for all materials and machines with tools & tackles required for carrying out the job as specified, if any, in the contract and consider the cost, labour cost & other charges to be incurred in proper execution of work within specified time.
22. 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.
23. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
24. 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).
25. Tender documents are not transferable.
26. 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.
27. It shall be the responsibility of the persons/firms submitting the tender to ensure that the tenders have been submitted in the formats and as per the terms and conditions prescribed in the SVNIT website and no change is made therein before submission of their tender. In the

event of any doubt regarding the terms and conditions /formats, the person concerned may seek clarifications from the authorized officer SVNIT. In case any tampering/Unauthorized alteration is noticed in the tender submitted from the tender document available on the website, the said tender shall be summarily rejected.

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

i) Dr. A. K. Rai, Chairman, Social and Cultural Activities committee, Mobile: 9904003860, akr@phy.svnit.ac.in

ii) Dr. M. K. Rathod, Co-Chairman, Social and Cultural Activities Committee, Mobile: 9904003856, mkr@med.svnit.ac.in

29. The EMD of Rs. 50,000/- need to be submitted by the successful bidder shall be converted into security deposit and the same will be released within one month after completion of the contract subject to adjustment /deductions of SVNIT, Surat dues if any, provided the amount is sufficient to cover the Security Deposit.

30. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the check list.

Date:

Signature of Tenderer

Place:

SCHEDULE – D

GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means Sardar Vallabhbhai National Institute of Technology Surat. (in short- SVNIT)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means "the Tenderer" 'whose tender has been accepted and includes the Contractor's authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of SVNIT-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 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 SVNIT 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 contractor's site office and shall be deemed to be sufficient service if so sent or left at that address.
14. **Terms and Conditions** means the special condition of the contract (SSC) and the General conditions of the contract (GCC) herein mentioned and other stipulations incorporated in any part of the tender document and / or agreement.
15. **Tender** means offer against enquiry / advertisement / Notice Inviting Tender submitted by the tenderer in single part or in multiple part like Techno- commercial part, price bid part.
16. **Tenderer** 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 as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words importing person shall include firms and companies and vice versa.
19. **Cartel**: If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

B. RESPONSIBILITIES OF SVNIT OFFICIALS

20. The duty of SVNIT's representative is to watch and oversee the work. He / She shall have no authority to relive the contractor of any of his duties or obligations under the contract except as

expressly provided hereunder 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 contractor shall not assign the contract, or any part thereof, or any benefit or interest therein without prior written consent of Engineer.

D. CONTRACT DOCUMENTS

22. 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.

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

E. GENERAL OBLIGATIONS OF THE CONTRACTOR

(a) Sufficiency of tender: The contractor 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.

(b) Bankruptcy and breach: A contract if the contractor shall become bankrupt or have an order for appointment of any receiver made against him or shall present any position bankruptcy or shall make an arrangement with / or assignment in favor of his creditors or shall agree to carry out the contract under committee of inspection of his creditors or being a corporation shall go into liquidation (other than voluntary liquidation, for the purpose of amalgamation , absorption or reconstruction) or if the contractor shall assign the contract without the prior consent of SVNIT Surat or it is found that the contractor

- (i) has abandoned the contract or
- (ii) Without reasonable excuse has failed to commence the work or has suspended the progress of the works for 3 days after receiving written notice to proceed or,
- (iii) is not executing the works in accordance with the contract or is persistently or flagrantly neglecting to carry out his obligations under the contract or,
- (iv) has to the detriment of good workmanship or in defiance of SVNIT instructions to the contrary sublet any part of the contract or,
- (v) Otherwise failed to perform his part of the contract according to the true intent and meaning thereof.

Then, a penalty of 200% of the quoted price will be imposed by the SVNIT on the bidder. The bidder has to despite the amount in a week time of awarding the work.

(c) Illegal gratification , breach of contract: The contract may also terminated and the Contractor shall be liable to make good any loss or damage resulting from such cancellation, if any bribe gratuity , gift , loan reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any person employed by SVNIT 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.

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

(e) Final Certificate: The contract shall not be considered as completed until a Final Certificate have been signed and issued to the contractor 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.

(f) Notice:

- (i) Service of notice on contractor: Any notice given to the Contractor under the terms of the contract shall be served on his representative by registered post / courier or by hand or its Registered office or at the Contractor's site office.

- (ii) Service of notice on SVNIT: Any Notice to be given to SVNIT under the terms of contract shall be served by sending the same by Registered Post/ courier at the office of Registrar SVNIT Surat - 395007.
- (iii) Change of address: Any change of address of the contractor shall immediately be notified to the Engineer/ Rep. of SVNIT.

(g) Safety:

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

(h) For violation of safety norms, penalty may be imposed on the contractor.

The penalty shall be decided after investigation and obtaining the report from the committee constituted for the purpose.

1. **Policing of the work:** Should the general conduct of the works 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.
 2. **Law in Force in Relation to Contract:** The contract or amendments thereof entered into between the Employer and the contractor under the contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.
 3. **Legal Compliance:** the contractor shall comply with all statutes, rules, regulations, by law, orders of statutory authority including but not limited to compliance of:
 - (a) Payment of wages Act. (Linked to Govt. of India)
 - (b) Minimum wages Act. (Linked to Govt. of India)
 - (c) Mater SVNIT benefit Act. (Linked to Govt. of India)
 - (d) Shops & commercial establishment Act.
 - (e) EPF Act.
 - (f) ESI Act.
 - (g) Contract labour (R&A) Act & such other laws if applicable to execution of the contract in question as employer of this staff engaged / deployed in execution.
- (i) Order will be placed to one party on the basis of L-1 quotation. However, all the tenderers may be required to explain /justify the basis of their quoted price as and when asked for. In case, any tenderer fails to justify his quoted price or refuses to co-operate in this regard, they will not be considered for participating in the retendering and his bid will be disqualified.

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

m) ARBITRATION:

- (a) **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.
- (b) **Appointment of Arbitrator:** In the event of failure of conciliation, dispute will be referred to an arbitral tribunal comprising a sole arbitrator to be appointed by the Director, SVNIT Surat. Upon receipt of notice for arbitration, Director SVNIT shall support three names to the Contractor to select one of them to act as sole Arbitrator. In the event the party fails to intimate one of

those persons within fifteen days from the date of intimation of the three names then Director, SVNIT will be at liberty to appoint any one out of the said three persons as the sole arbitrator. The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been an employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

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.

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.

- (c) **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.

n) AMENDMENT:

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

- o) JURISDICTION:** the competent court at Surat shall have the exclusive jurisdiction upon any matter arising out of this contract.

BID PREPARATION

1. Bidder 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 document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule.

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 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.

ASSISTANCE TO BIDDERS

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.

SCHEDULE – E

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

Sardar Vallabhbhai National Institute of technology, Surat has decided to host its Celebrity Night on 16th April 2022 (Event Management Firms are required to arrange for performers (as per SVNIT's preference) for a 150 minutes open-air stage performance in connection with this event. The associated responsibilities are listed, as follows.

1. Any requirements of the performers, inside or outside the venue, should be attended and dealt by the firm. No additional requirements or services, except the venue, shall be provided by SVNIT.
2. All the specifications of the requirements marked as "as per artist(s)'s requirement or convenience" should be finalized after consulting the artist(s)/concerned authority, with a written consent from the artist(s).
3. The tender document should include all the costs as per deliverables mentioned above and any other charges added, including all taxes applicable.
4. The firm is required to provide its GST number, Company's registration certificate, previous work order copies, income tax certificates and all relevant supporting documents.
5. The institute has the sole right to cancel the event/quotation at any time with/without any prior notice.
6. The firm is required to send a hard copy of the quotation, with all supporting documents (mentioned above in points 2 and 4) in a sealed envelope, to the address mentioned below via registered post/ speed post/courier/Hand delivery to be received on or before the last date and time for submission of quotation.

(Please refer Annexure-1 for standard terms and conditions of the institute regarding submission of quotations.)

B. OTHER TERMS & CONDITIONS:

1. The firm/Agency after award of contract shall mobilize its resources for execution of the work as per terms of contract.
2. The firm/Agency while discharging, its aforesaid of responsibility shall carry out the instructions of Dr. A. K. Rai (Chairman, Social and Cultural Activities committee) from time to time.
3. The SVNIT shall provide space for the agency/firm/contractor at a suitable place for conducting the event during the fest.
4. Utmost care is to be taken to avoid any damage to the fixtures and accessories installed in the premises and in case of any damage, the same is to be repaired/replaced to make the same normal/functional to its original state, at the cost of agency/firm/contractor and the agency/firm/contractor shall be liable to compensate the loss, if any to the SVNIT, which shall be recovered from the bills accrued to the agency/firm/contractor.
5. The agency/firm/contractor shall ensure that proper discipline is to be maintained by the staff and officials engaged by the agency/firm/contractor, and they shall have to behave soberly at all times while functioning inside the area. The conduct safety and security of the staff and officials shall be the sole responsibility of the agency/firm/contractor.
6. Payment will be made only after completion of the event on the approval of competent authority. However, in exceptional cases partial payment will be made on the mutually agreed terms and condition.

B. LIQUIDATED DAMAGES

The agency/firm/contractor shall ensure execution as per the frequency indicated in the scope of work. For any deviation there from or for any job not performed or left out or for any delayed performance, the

agency/firm/contractor shall be liable for liquidated damages subject to a maximum limit off 200% of the contract value

C. RISK AND COST

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

D. PAYMENT TERMS

30% payment will be made before conducting the event on the approval of competent authority and balance 70% payment will be made/ released after completion of the event on submission of bill based on the certification by concerned SAC Officials. 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. Deduction of applicable taxes will be made including TDS & certificate will be issued by finance & account department for such deductions.

E. Work to the satisfaction of SVNIT: The contractor shall execute the work efficiently 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. Security Deposit: EMD amount will be converted as Security Deposit and will be refunded after expiry of the contract or completion. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.

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

(Letter head of tenderer)

Ref No: _____

Date: _____

LETTER OF UNDERTAKING AND DECLARATION

To

The Director

Sardar Vallabhbhai National Institute of Technology, Surat – 395007

Ref: Invitation for Tender No. _____ dated _____

We, the undersigned, declare that:

1. We have examined the tender document and its terms and conditions and we have understood the details.
2. We are ready to execute in conformity with the tender document the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 30 days from the date of opening of price bid and we shall not revoke the same.
4. If our bid is accepted, we undertake to comply all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in past nor any of our office bearer was convicted in any court of law.
6. We accept all the terms and conditions of this Tender document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid you may receive.
7. We accept all the terms and conditions of this Tender document in Schedule –A to F and Form A to H.
8. Being L1 will not be the sole criteria for eligibility of award of contract.

Yours sincerely,

Authorized signatory of the Tenderer

(Authorized person shall attach a copy of the authorization for signing on behalf of the Bidding Company)

Full name and Designation

(ON LETTERHEAD OF THE FIRM)

**Tender for Artist Line Up at Sardar Vallabhbhai National Institute of Technology, Surat
– 395007**

**Details of Organization of the Tenderer
[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

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	Bidder shall have a minimum five years of experience in providing artist /celebrity/similar services for the celebrity nights/show as on tender submission deadline. Name, address / contact details of the present and past clients to be provided with a copy of the work order need to be enclosed with the technical bid.		
04	<p>Experience of having successfully provided artist /celebrity/similar services for the celebrity nights/show in IIT/NIT/IIITs/Central Funded Technical Institutions as on tender submission deadline during the last five (05) years [2016-2017, 2017-18, 2018-19, 2019-20, and 2020-21] with at least one of the following conditions (bidder must fulfill at least one criteria of the experience and attach the relevant document)</p> <ul style="list-style-type: none"> (i) At least One (01) similar completed work of at least order of value Rs. 10 Lakh and above (ii) At least Two (02) similar completed work of at least order of value Rs. 05 Lakh and above. (iii) At least Three (03) similar completed work of at least order of value Rs. 04 Lakh and above 		
05	The bidder must have a Minimum Annual Average Turnover of Rs. 50 Lakh during the last three financial years [2018-19, 2019-20, and 2020-21]. All bidders should submit copies of audited Statement of Accounts for the last three years ending 31 March 2021 along with the tender documents. (Form "D" must be filled along with Audited statement of Accounts for last three FY).		
06	The bidder must submit copy of acknowledgement of Income Tax return for the three financial years 2018-19, 2019-20 and 2020-21	F.Y. 2018-19	
		F.Y. 2019-20	
		F.Y. 2020-21	

07	Submission of duly filled and signed Letter of Undertaking and Declaration. (Form "A" must be filled).		
08	Submission of duly filled and signed Declaration letter. Incomplete forms in any respect would summarily be rejected (Form "E" must be filled).		
09	Format for Bank Account details of the bidder, (Form 'F' must be filled).		
10	Scan and Signed copy of Integrity Pact as per Annexure 'G' (G, G1 & G2)		

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

Signature of Tenderer

FORM D**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., 2018-19, 2019-20, and 2020-21 ended on 31st March 2021 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) 2018-19	(2) 2019-20	(3) 2020-21	Average Turnover = [(1)+(2)+(3)] /3
i)	Gross annual turnover (Similar services only) (Rs. in Lakh)				

- Financial arrangements for carrying out the proposed works.

Note: Attach additional sheets, if necessary

(Signature of Bidder with seal)

FORM E

**Declaration
Letter**

To,

(To be enclosed
with the
Technical bid)

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

Dear Sir,

Sub: Enquiry regarding at SVNIT, Surat

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

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

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

((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.

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)

[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)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

.....(Name and Address of the Individual/ firm / Company) through hereinafter referred (Details of duly authorized signatory) to as the "Bidder/Contactor" and which expression shallunless 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 purposeaforesaid 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 readas 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

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles

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

- 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 Pact 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)
Contractor)

(For and on behalf of Bidder /

WITNESSES:

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

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

Place:

Date:

**Tender for Celebrity Night 2022 at S.V. National Institute of Technology,
SURAT**

PRICE BID

DELIVERABLES REQUIRED	SPECIFICATIONS	Total Cost (Including the GST)
<p>Performance fee includes the following:</p> <ul style="list-style-type: none">a) Performance fees of the Artist(s), associates, musicians, and any other person necessary for conducting the program (for min. 150Min on stage).b) Air Travel/ Travel for all the above personnel (From the artist pick up to nearest airport (Surat, Vadodara or Ahmedabad, as per convenience) by the firm/agency/bidderc) Local travel for the above personnel. (Airport to hotel and hotel to institute-to and fro) by the firm/agency/bidder.d) Lodging and food (including refreshments, snacks, water in Surat) for all the above personnel by the firm/agency/biddere) Any other charges/expenses to be done by firm/agency/bidder to conduct the celebrity performance including Tech-Rider.f) No change in price will be entertained due to any reason.	<p>Ms Shirley Setia, 150min (Bollywood Singer)</p>	

STATE BANK OF INDIA
Bank Details for RTGS

Name of The Beneficiary	Director, Sardar Vallabhbhai National Institute of Technology, MHRD, FUND.
Bank Account No.	36743958767
Nature of Bank Account	Current Account
MICR No.	395002012
Name of The Bank	State Bank of India
Name & Address of Bank Branch	SVRCET Branch Ichchhanath Surat
Bank Branch Code	03320
IFSC Code	SBIN0003320
Branch Contact No	0261 2258618 0261 2227125
Branch Manager Name	Mrs. Nupur Mishra (Mob.) 76000 39135