



SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY,
SURAT - 395007

SCHEDULE – A

Important Dates:

- | | | | |
|----|----------------------------------|---|----------------------|
| 1. | Downloading the Tender Document | : | 22.03.2023 |
| 2. | Last Date of Receipt of Tender | : | 28.03.2023, 5:00 PM |
| 3. | Date of Opening of Technical Bid | : | 29.03.2023, 11.00 AM |

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 **sound and Performance light, for SPARSH 2023** so as to reach the following address on or before **27/03/2023 by 05:00 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 500/- (Rupees Five Hundred Only)** towards non-refundable **Tender Fee** and a demand draft of **Rs 20,000.00/- (Rupees Ten Thousand Only)** towards refundable **Earnest Money Deposit (EMD)** from a **Nationalized/Public Sector/Private Sector Bank** in favor of **“Director, SVNIT, MHRD Fund” payable at Surat** placed in a separate envelope marked **“Tender Fee and 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 **Tender Fee and 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, Form H, Form H1, Form H2, Proof of Payment of EMD/Demand Draft. The Demand Draft of **Tender Fee & EMD** placed in a separate cover. The **Separate sealed covers of Technical Bid, Tender Fee & 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 envelope 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 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.
7. Award of the contract:

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

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.

Payment will be made after completion of the work upon the certification from the concerned officer.

The bidder who has been awarded L1 after opening the financial bid will not be permitted to make any changes in the tent requirement. 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. The bidder has to despoise the amount in a week of awarding the work.

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.

The submitted tender should be valid for three months from the tender due date.

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

Tender Notice No.:

Dated:

“Tender for sound and Performance light SPARSH 2023 at Sardar Vallabhbhai National Institute of Technology, Surat”

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

1.

A.	Tent	ANNEXURE – I & I(A)
B.	Checklist of Tender	ANNEXURE - II
C.	Instruction of Tenders	ANNEXURE – III & III(A)
D.	Letter of Undertaking and Format of particulars of tender.	ANNEXURE - IV
E.	Form for financial capacity description	ANNEXURE - V
F.	Price bid /quoted price format	ANNEXURE - VI
G.	General Conditions of Contract	ANNEXURE - VII
H.	Special Condition of Contract	ANNEXURE - VIII

2.1 Important Dates

a.	Last date of submission of tender 28/03/2023 by 05:00 PM through e-Procurement
b.	Website of SVNIT: www.svnit.ac.in
c.	Opening of Techno-commercial Bid of the tender on 29/03/2023 at 11:00 AM
d.	EMD and Tender cost need to be submitted to The Director, S. V. National Institute of Technology, Ichchhanath, Dumas Road, Surat, Gujarat, Pin Code 395007

2.2 Tender document is available on www.svnit.ac.in

3. Nature and Scope of Work

- I. The contract involves “**sound and Performance light**” arrangement during the **SPARSH 2023** .
- II. The period of the contract will be **04 days** i.e., from **6th April 2023 - 9th April 2023**. (On **6th and 9th April 2023**, **sound and Performance light** service will be provided at DTS)
- III. 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.
- IV. The tender may be canceled without assigning any reason and EMD shall be returned within one month 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 work shall be awarded to one party subject to matching with Lowest Price determined in the tender process.
- VIII. 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.

4. ELIGIBILITY:

- I. **Status:** - The Bidder shall necessarily be a legal entity either in the form of a sole proprietorship, partnership or a Limited Company registered under the Companies Act. Bidders in the form of JV/consortium may be permitted. A proof of status the bidder shall be submitted.
- II. **Financial Capacity:** The bidders should have the **minimum average turnover of Rupees Fifty Lakhs** during the **last three financial years (2019-2022)**. Relevant proof for supporting the above shall be submitted failing which tender shall be treated as invalid. The firms must be willing and/or capable to sustain itself financially till bills are processed & payment released.
- III. **Experience:** At least three years’ experience in similar work in NIT/IIT/IIIT or Central funded University.
- IV. **Registration:** The Bidder should be registered under GST Act, the labour laws (should have valid labour license), Employees Provident Fund Organization, Employees State Insurance Corporation (as applicable). Relevant proof shall be submitted.
- V. The tenders submitted in digital mode through the e-Procurement portal shall be subject to information and technology Act.

Sd/-
REGISTRAR

Annexure – I**sound and Performance light Requirement for SPARSH 2023
(06th, 07th, 08th & 09th April 2023)**

SR.NO	DETAILS	QTY	DAYS
SOUND & PERFORMANCE LIGHT			
1	HDL 20 TOP	24	3 DAYS
2	HDL 20 BASS	24	3 DAYS
3	STAGE MONITOR	6	3 DAYS
4	TOP	6	4 DAYS
5	BASS	6	4 DAYS
6	SOUND @ LIBRARY	2 TOP + 2 MIC	4 DAYS
7	PORTABLE SPEAKER	2 + 2 MIC	4 DAYS
8	PORTABLE SPEAKER	1 + 1 MIC	4 DAYS
9	BOX TRUSS	60*40	3 DAYS
10	SHARPHY	16	3 DAYS
11	LED PAR	32	3 DAYS
12	BLENDER	2	3 DAYS
13	STROBE LIGHTS	4	3 DAYS
14	MOVING HEAD	4	3 DAYS
15	HAZE MACHINE	2	3 DAYS
16	Follow Spot	2	4 DAYS

CHECKLIST FOR TENDERER

Sr. No.	Particulars	Yes/No	Page No.
1.	Have you filled in and signed the details and enclosed relevant documents?		
2.	Have you read and understood various conditions of the tender and willing to abide by them?		
3.	Have you submitted the EMD of Rs. 20,000/- and Tender Cost of Rs. 500/- to Dean SW office.		
4.	Have you taken prints of all the sections of the Tender in the prescribed paper size and signed on all pages of the Tender document.		
5.	Have you attached proof of having met the eligibility criteria?		
6.	Have you attached a self-attested copy of the documents to show the financial status of the tenderer?		
7.	Registration with Government bodies like IT, ESIC, EPF Labor License, and Legal Entity – Have you attached a copy of each of the certificates?		
8.	Have you attached the self-attested experience certificate issued by the organization / Govt. Depts. If any?		
9.	Have you attached the proof of authorization to sign on behalf of the Tenderer?		
10.	Has your Techno-commercial Bid been submitted as per the requirements of the Tender?		
11.	Is your BOQ / financial Bid submitted as per the prescribed MS Excel Format in the tender document.		
12.	Have you submitted the tender documents in two parts within the respective cover in the Dean SW office.		

Signature of Tenderer

SARDAR VALLABHBHAI NATIONAL INSTITUTE OF TECHNOLOGY, SURAT

INSTRUCTIONS TO TENDERERS

1. The tenderer shall submit the tender in two parts to the Dean SW office consisting of Part-I (techno-commercial) and Part-II- Financial Bid (i.e., BOQ) each in separate cover. The **EMD of Rs.20,000/-(Rupees Twenty Thousand)** and **Tender Cost (Non-refundable) of Rs.500/- (Rupees Five Hundred) need to be submitted to Dean SW office in a sealed cover** and Bid security (EMD) of unsuccessful bidders should be returned to them at the earliest and latest on or before the 30th days after the award of the contract. EMD shall bear no interest.

Tenders not accompanied with EMD and Tender Cost shall be considered as invalid and rejected.

2. Duly filled in tenders are to be submitted to the Dean SW office within the date & time mentioned in the Notice Inviting Tender. No tender is acceptable through any other mode.
3. The Part-I offer of those Tenderers, whose EMD and Tender Cost 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 price discovery against this tender will be through e-Procurement.
5. 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.
6. Tenders not received in the prescribed forms as specified in the invitation will be liable for rejection.
7. The Tenderer(s) shall dully fill in all particulars in the format as at **Annexure- III(A)** and it shall form part of tender document under Techno-Commercial bid non-submission of duly filled in & signed form of tender shall render the tender invalid.
8. The invitation to Tender, Instructions to Tenderers, Special Conditions (SCC) of Contract & General Conditions of Contract (GCC), form of tender along with the rates quoted against each item in the “Schedule of Rates” with the Letter of Acceptance and Work Order for awarding of the work and 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 Latter shall prevail.
9. Bidders registered with any of the following agencies/ bodies as per public procurement policy for Micro & Small Enterprises (MSE) order 2012 are exempted categories from payment of EMD provided that the registration Certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro small or medium enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid Certificate as on close date of tender are not eligible for exemption.
 - i) Khadi and Village Industries Commission (KVIC)

ii) National Small Industries Corporation (NSIC)

iii) Any other body specified by Ministry of MSME/GOI

10. The Tenderers shall furnish the following documents as part of Techno - commercial Bid:

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, 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 Whether the tenderer or any of the Proprietor, Partner, Director, Shareholders or their spouse working as contractors in SVNIT or any Government Department/Public Undertaking has been:

- a. Black listed.
- b. Removed from the approved list of Contractors.
- c. Demoted to a lower class of job.
- d. Under Orders for banning or 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 NIT or detrimental to the Plant/Unit, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be impose for a specified period under the laid down procedure of the Company.

10.6 Contractor'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.

10.7 Documents to be submitted

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

11. BID OPENING PROCEDURES

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

12. CLARIFICATION ON TECHNO-COMMERCIAL BID EVALUATION

- 12.1 The techno-commercial bids shall be evaluated based on the available documents submitted by the bidder to the Dean SW office. 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.
- 12.2 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.
- 12.3 Institute also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

13. TECHNO-COMMERCIAL BID EVALUATION

The Bidder has to quote mandatory for all the items provided in the BOQ. Techno-commercial bids will be evaluated based on submitted documents. And the techno-commercial methodology adopted by the bidder for need to explain on

scheduled date and time to the committee formed by the competent authority of SVNIT. The decision of the committee will be final and binding to all bidders and can't be questioned at any stage of evaluation. The bidders who qualify in the techno-commercial evaluation may be intimated through the **Email or Call**.

14. 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.

15. FINANCIAL BID EVALUATION

Being L1 will not be 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.

16. 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.
17. 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.
18. Tenders(s) with rates in units different from those prescribed in "Schedule of Rates" will be liable for rejection. BOQ not received in the prescribed format shall be liable for rejection.
19. The rate in the tender shall cover/include all statutory duties/taxes/levies, as on date of tender, including GST.
20. Conditional tenders either in Part-I or Part-II of the tender shall be liable to be rejected.
21. 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.
22. 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.
23. 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.

24. Canvassing in any form is strictly prohibited and tenders submitted by the tender who resort to canvassing, will be liable for rejection.
25. 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).
26. 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 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
30. The EMD submitted by the successful bidder shall be converted into security deposit and the same will be released after expiry of one month of completion of the contract subject to adjustment /deductions of SVNIT dues if any, provided the amount is sufficient to cover the Security Deposit.
31. Before submitting the tender, the tenderer should ensure that the details/documents are submitted as per the checklist.
32. **For any clarification:** Please contact:
 - i) Dr. A. K. Rai, Chairman, Social and Cultural Activities committee,
Mobile: 9904003860, akr@phy.svnit.ac.in

Date:

Signature of Tenderer

Place:

Annexure – IV
(Letter head of Tenderer)

Ref. No.:
To,
The Registrar,
National Institute of
Technology, Surat – 395007

Date:

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 of the contract in case we are found successful as a tenderer.
3. Our bid shall be valid for a period of 120 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 with all other formalities as per tender document and work order.
5. We also declare that neither our firm/company/proprietorship concerned was blacklisted in the past nor any of our office bearers 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 the highest ranked bid/lowest bid or any other bid you may receive.
7. The detailed particulars of the tenderer is mentioned & attached separately as at Annexure - IV(A)

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

ANNEXURE – IV(A)
(ON LETTERHEAD OF THE FIRM)

Tender for sound and Performance light in SPARSH 2023
(06th to 09th April 2023) at Sardar Vallabhbhai National Institute of Technology, Surat.

Detailed Particulars of the Tenderer:

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

Signature of Tender

**FORM FOR FINANCIAL CAPACITY
DESCRIPTION**

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

Signature of Tenderer

ANNEXURE-VI

sound and Performance light Requirement in SPARSH 2023 (06th to 09th April '2023) at Sardar Vallabhbai National Institute of Technology, Surat.

BOQ (Bill of Quantity) /PRICE BID / QUOTED PRICE**FORMAT [To be enclosed with the Techno-commercial Bid.]**

SR.N O	DETAILS	QTY	DAYS	Cost (per unit)	Total Cost
SOUND & PERFORMANCE LIGHT					
1	HDL 20 TOP	24	3 DAYS		
2	HDL 20 BASS	24	3 DAYS		
3	STAGE MONITOR	6	3 DAYS		
4	TOP	6	4 DAYS		
5	BASS	6	4 DAYS		
6	SOUND @ LIBRARY	2 TOP + 2 MIC	4 DAYS		
7	PORTABLE SPEAKER	2 + 2 MIC	4 DAYS		
8	PORTABLE SPEAKER	1 + 1 MIC	4 DAYS		
9	BOX TRUSS	60*40	3 DAYS		
10	SHARPHY	16	3 DAYS		
11	LED PAR	32	3 DAYS		
12	BLENDER	2	3 DAYS		
13	STROBE LIGHTS	4	3 DAYS		
14	MOVING HEAD	4	3 DAYS		
15	HAZE MACHINE	2	3 DAYS		
16	Follow Spot	2	4 DAYS		
TOTAL COST (INCLUDING GST)					

GENERAL CONDITIONS OF CONTRACTA. DEFINITIONS

1. **Approved** means approved in writing, including subsequent written confirmation of previous verbal approval.
2. **Company** means National Institute of Technology Surat. (in short-SVNIT)
3. **Competent Authority** means Head of the Department and officer authorized in this regard.
4. **Contract** means the Invitation to Tender, Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Scope of Work showing approximate quantities, tender submitted by the tenderer including his price offer, Performance Guarantee Bond and other bonds, Letter of Acceptance, Work Order and any communication having the effect of amendment of the contract, and the contract agreement, unless otherwise specified.
5. **Contract Rate/Price** means the sum named in the tender that has been accepted subject to such additions thereto or deductions there from as may be made in course of the tender evaluation or thereafter.
6. **Contractor** means “the Tenderer” whose tender has been accepted and includes the Contractor’s authorized representative, successors, permitted assignees, legal heirs.
7. **Director** means and includes Director of NIT-Surat or his authorized representative.
8. **Duration of contract** means the period stipulated in the contract or work order and includes any extended period thereof, if any made through by a written communication.
9. **SVNIT** means Sardar Vallabhabhai National Institute of Technology, Surat represented through authorized officer for this contract or Director as the case may be.
10. **Engineer** means officer authorized to perform certain duty under this contract.
11. **Authorized officer/Representative** means and includes Asst. Registrar, Deputy Registrar, Registrar, Dean, and Warden, HOD of NIT authorized or designated for this contract.
12. **Equipment** means all tools, instruments, appliances or things of 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 fulfilment of the Scope of Work and as set forth and required by the specifications and also such additional instructions issued from time to time during the progress of the work.
18. **Words** importing the singular only shall include the plural and vice versa. Where the context requires words, the importing person shall include firms and companies and vice versa.
19. **Cartel:** If it is found that the tender price is rigged by cartel formation, the tender process/tender of the cartel group shall be cancelled. (Cartel means quoting price in connivance so as to influence the bid)

B. RESPONSIBILITIES OF NIT OFFICIALS

20. The duty of SVNIT's representative is to watch and oversee the work. He / She shall have no authority to relive the 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 the Engineer.
22. The contractor 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.

D. CONTRACT DOCUMENTS

23. **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 who shall thereupon issue to the contractor instructions / directions indicating the manner in which the work is to be carried out.

24. **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 NIT 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 7 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 NIT 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 SVNIT may after giving 7 days' notice in writing to Contractor, enter upon the site and expel the Contractor therefrom, without thereby avoiding the Contractor or releasing the Contractor from any of his obligations or liabilities under the contract or affecting the rights and powers conferred on SVNIT or otherwise available under the law, may appoint any other Contractor to complete the work at the cost and risk of the Contractor. However, on happening of any eventualities as per above sub clause (I) to (V) the SVNIT shall be at discretion to terminate the contract by giving 7 days'

notice and the contract shall stand/ terminated w.e.f the 8th day from the date of issue of notice .In any of the eventualities mentioned above in **I) to V)**, SVNIT shall have the right to take possession of the plants and machineries of the contractor and realise the dues by sale of the said plants and machineries, equipment's.

- 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 (specified under clause D of Annexure-8) , 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.

- 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 has 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 DEAN SW, 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, a 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.
- i) **Policing of the work:** Should the general conduct of the works including the Premises of NIT under occupation of the Contractor lead to violation of any of the provisions of the Indian penal code either in consequence of riotous or illegal proceedings of the contractor's labor or supervising staff or others to such an extent as to necessitate the deployment of Special Police or Magistrate the cost of such extra forces is to be defrayed by the Contractor and not by the employer.
- j) **1. 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.
- 2. 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. ESI Act.
 - d. 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.
 - e. Maternity Benefit Act. (Linked to Govt. of india)
 - f. Shops & commercial establishment Act.
 - g. EPF Act.
- k) The contractor shall not allow any visitor on the work sites, without the prior permission of SVNIT.
 - l) 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 of bank draft/ bank guarantee. 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 herein after in this article. Such dispute shall first be referred to Conciliation but a Conciliator selected mutually by the parties, who shall also decide the fees / remuneration and the rules of procedure, which shall be flexible.
- 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, NIT Surat.

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

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

The Arbitrator(s) shall hear the cases independently and impartially and shall not represent the interest of any party. The Arbitrator shall, from the time of his appointment and throughout the arbitral proceedings and without delay, disclose to the parties in writing any circumstances likely to give rise to justifiable doubts as to his independence or impartiality. However, merely because he is or has been employed by one of the parties, it shall not be a disqualification for a person to be an arbitrator.

- c. 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.

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

BID SUBMISSION

1. Bidders have to submit the bill to the Dean SW office.
2. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it with the bid, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

1. 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.

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

Email Support:

For any eProcurement Application Service Requests and Techno-commercial issues related to Document Uploads, Tender Publishing, Issue of Corrigendum, Encryption/Decryption Key issues, Bid Evaluation, Bidder Login issues, New Registration issues, Key Uploads, DSC Key installation, Bid Submission, system users may please contact :

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

SPECIAL CONDITIONS OF CONTRACT

A. SCOPE OF WORK:

sound and Performance light Requirement in SPARSH 2023 scheduled to be held on 06th - 09th April ,2023 in Sardar Vallabhbhai National Institute of Technology, Surat. The associated responsibilities and deliverables are listed, as follows:

Sl. No.	Deliverables Required	Specifications
1.	The firm/agency should provide sound and Performance light Requirement for the above events as per the schedule given in Annexure – I.	As per requirement
2.	Institute will provide only space for the above event.	As per requirement
3.	Transportation of material is the own risk of the Firm/Agency.	As per requirement
4.	Institute will not be liable to give Lodging facility and serve food to the Agency/Firm.	As per requirement
5.	Materials vehicles should be entered into the Institute with prior permission of competent authority before 5.00 P.M.	As per requirement
6.	Institute will not be responsible for any damage in the material provided.	As per requirement
7.	Institute will not be responsible for any missing items provided by bidders.	As per requirement

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

B. LIQUIDATED DAMAGES

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

C. RISK AND COST

1. 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 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.
- 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. **Security Deposit:** EMD amount will be converted as Security Deposit and will be refunded after expiry of the contract. Any dues of the institute shall be adjusted/ recovered from such Security Deposit. The Security Deposit amount will not attract any interest.
- G. **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.
