

**SARDAR VALLABHBHAI  
NATIONAL INSTITUTE OF TECHNOLOGY,  
SURAT – 395 007, GUJARAT, INDIA.**



*TENDER DOCUMENT*

*FOR*

**Hiring of Infrastructure Services – Sound System and Lights  
at SVNIT, Surat.**

### SCHEDULE OF TENDER

<b>Sl. No.</b>	<b>Event</b>	<b>Date and Time/ Remarks</b>
01	Commencement of Downloading of Tender Document	Nov 21, 2023, at 05:05 PM <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a> or
02	Last date of Submission of Queries for Pre-bid meeting	Nov 22, 2023 at 17.30 PM
03	Date & Time of Pre-Bid Meeting	Nov 23, 2023 at 12:30 PM
05	Bid Submission Start Date	Nov 24, 2023 at 10:00 AM
06	Last date & Time of Submission of Bids Online (Technical and Financial Bid)	Dec 14, 2023 at 17:00 PM Please refer to tender terms of NIT, Surat
07	Date & Time of Opening of Technical Bids	Dec 15, 2023 at 17.00 PM
08	Date of Completion of Examination of Technical Bid	To be declared on <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a>
09	Date & Time of Opening of Financial Bid	To be declared on <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a>
10	All communications with respect to the tender shall be addressed to:	Dr. Jyoti Menghani Chairman Tender Committee, Contact No.: 94289 71929 E-Mail: <a href="mailto:jvm@med.svnit.ac.in">jvm@med.svnit.ac.in</a>
11	For taking assistance, if any	CPP Portal website: <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> CPP Portal Help Desk Toll-Free No.: 18002337315, 180030702232

# Note:

- ) The pre-bid meeting is essential for vendors to attend for better comprehension of requirements.
- ) If the tender is not opened on the above date due to unforeseen circumstances, then the next working day will be considered as the tender opening date.

## 1. INTRODUCTION

## 2. DEFINITIONS

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

- (a) The expression “Owner” and/or “Institute” occurring in the tender document shall mean SVNIT, Surat.
- (b) The expression “Bidder” shall mean the tenderer who submits the tender for the work and shall include the successor and permitted assigns of the tenderer.
- (c) The expression “Contractor” shall mean the tenderer who submits the tender for the work and selected by the Institute for the performance of the subject work, and shall include the successor and permitted assigns of the contractor.
- (d) “Designated Officer” shall mean any representative of the Institute authorized to act as the In-Charge of the work or any specified part thereof.
- (e) “Work” and “Scope of work” shall mean the totality of the work/services and supplies of food and other materials by expression or implication envisaged in the contract and shall include all materials, equipment and labour required for commencement, performance, provision, or completion thereof.
- (f) “SVNIT” or “SVNIT Surat” shall mean Sardar Vallabhbhai National Institute of Technology, Surat
- (g) “Contract” shall mean the contract for the work and shall include the tender document, the specification, general or special conditions of contract of SVNIT, the letter of acceptance and the acceptable rates/bill of quantities in price bid etc.
- (h) “Infrastructure Service – Sound and Light” shall mean in present tender, as the “provide Sound and Light services for various technical (Mind Bend, Hackathon, etc, Cultural events (Sparsh, Kashish, Dasvidaniya, Festival Celebration, Social Cultural events etc), and any other events organized by Institute as and when required.”.
- (i) Similar nature of work means Infrastructure Service – Sound and Light in Educational Institutions such as Indian Institute of Technology, Indian Institute of Management, National Institute of Technology, IISERs, IIITs and NIPER, All India Medical Sciences/ Central Universities/State Universities/Deemed Universities.
- (j) “Competent Authority” shall mean the Director, SVNIT, Surat or any other Officer/In-Charge designated by him for the purpose of this work/tender pertaining to the Hiring Infrastructure- Sound System & Lights, maintenance thereof and powers delegated thereto, for the conduct of the defined work and smooth running of the Hiring Infrastructure- Sound System & Lights, SVNIT Surat.

## 3. QUALIFICATION REQUIRED FOR BIDDING

- (a) Proof of Registration of the bidder under relevant law, such as Companies Act, and / or Shops & Establishment Act etc. For partnership firms, full name and address of each partner along with certified copy of registered partnership deed, copy of trade license. For proprietorship firms, full name and address of proprietor along with certified copy of trade license.
- (b) All bidders should submit along with their tender, copies of the valid license no. under Contract Labour Act, PAN Card, EPF Registration Certificate, ESI Registration Certificate and GST if applicable.
- (c) Bidder shall have a one minimum (01) year experience of Provide Infrastructure Service – Sound and Light in Educational Institutions such as Indian Institute of Technology, Indian Institute of Management, National Institute of Technology, IISERs, IIITs and NIPER, All India Medical Sciences/ Central Universities/State Universities.
- (d) The bidder must have a Minimum Average Annual Turnover of similar services of Rs. 15 Lakh during the last three financial years (2020-21, 2021-2022 and 2022-23). All bidders should submit copies of audited Statement of Accounts for the last three years ending March 31, 2023 along with the tender documents

- (e) Latest Solvency Certificate Minimum of Rs. 10 Lakh in a prescribe format is required from any scheduled or nationalized bank (issued after date of publication of this tender).
- (f) A certificate (Affidavit) to be signed by MD / CEO of the company in the Court of a First-Class Magistrate that they have not been debarred or blacklisted for any services, supplies or products dealing in, by any organizations or educational institute/ university or state/ central government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.
- (g) The bidder must submit copy of acknowledgement of Income Tax return for last three financial years i.e. 2020-21, 2021-2022 and 2022-23
- (h) The bidder must submit duly filled and signed Declaration letter. Incomplete forms in any respect would summarily be rejected.
- (i) The bidder must submit duly filled and signed format for Bank Account details of the firm.
- (j) The bidder must submit duly filled and signed format for Bid Security Declaration in Lieu of EMD.

#### 4. INSTRUCTIONS TO THE BIDDERS

Instructions to the Bidders to submit the bids offline through the Central Public Procurement Portal for e-publishing at <https://eprocure.gov.in/epublish/app>

- (a) While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any tenderer stipulates any condition of his own, such conditional tender is liable to be rejected.
- (b) SVNIT, Surat reserves the right to reject any tender/bid wholly or partly without assigning any reason.
- (c) The Tender committee constituted by the SVNIT, Surat shall have the right to verify the particulars furnished by the bidder independently.
- (d) The bidders may submit duly filled and completed bidding document OFFLINE as per instruction contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
- (e) In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. SVNIT, Surat reserves the right to accept or reject any or all the tenders.
- (i) The bidders shall submit their bids **in two parts** consisting of Part-I (**Prequalification Criteria as per ANNEXURE – A, B, C (C, CI CII) and Form A, B, C, D, E, F**) alongwith the supporting documents, EMD of the Tender of **Rs. 50,000/- (Rupees Fifty Thousand only)** and Part-II (Financial Bid/Price Bid as per ANNEXURE – D, D1). **The EMD should be submitted in the form of Demand Draft drawn in the name of “Director SVNIT MHRD Fund”, payable at Surat.**
- (j) The main sealed cover should contain within it, the following two envelopes viz.
  - i. Part-I: A sealed Envelope superscribed as **“Prequalification criteria of the bid/Technical bid”** consisting of duly filled ANNEXURE – A, B, C (C, CI, CII) and FORM A, B, C, D, E, F along with supporting documents, EMD.
  - ii. Part-II: A sealed Envelope superscribed as **“Finance Bid/Price Bid”** consisting of duly filled and signed ANNEXURE – D, D1.
- (k) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.  
Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender document as per schedule.

- (l) 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 issue of a Corrigendum, which would be published on the website and CPPP and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents. The bidders should take into account any such corrigendum published before submitting their bids.
- (m) The separate envelopes consisting of Pre-Qualification Criteria (Part-I) and finance bid(Part-II) along with necessary documents should be enclosed in a sealed cover, superscribing as “Bid for Hiring Infrastructure – Sound & Lights at SVNIT, Surat” and sent to the “Director, Sardar Vallabhbhai National Institute of Technology, Ichchhanath, Surat-395007” before the end date as mentioned in the schedule of the tender through Registered Post/Speed Post/ Courier/Hand delivery.
- (n) Duly filled in tenders are to be reached this institute within the date & time mentioned in the Notice Inviting Tender. The tenders received after due date will be rejected.
- (o) The tender shall be valid for **120 days** for acceptance from the date of opening of the bid.
- (p) Category of the Bidder, whether Proprietary Firm, Registered Firm, Registered Partnership Firm, Private Limited Company, Public Limited Company, Co- Operative Society etc. along with following documents:
- i. In case of Proprietary Firm, attested copy of affidavit of Sole Proprietary.
  - ii. In case of Partnership Firm, attested copy of Partnership deed along with amendments if any and proof of registration if any.
  - iii. In case of Limited Companies, Memorandum, Articles of Association, Certificate of Incorporation, Authorization Certificate 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.
- (q) 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.
- (r) No claim of any nature on any ground on inadequate information or knowledge or misunderstanding or otherwise in such respects will be admissible, later on. Interested parties may contact.

**Dr. Jyoti Menghatni**  
**Chairman, Tender Committee**  
**Sardar Vallabhbhai National Institute of Technology (SVNIT),**  
**Ichchhanath, Dumas Road, Surat -395007 Gujarat.**  
**Contact Details: 94289 71929**  
**E-mail: [jvm@med.svnit.ac.in](mailto:jvm@med.svnit.ac.in)**

- (s) Disqualification of bids:
- i. If it is found during processing of the Bid or execution of contract the Bidder or his representative has resorted to corrupt, fraudulent practices including misrepresentation of facts and/or fudging/forging/tampering of documents, the bid submitted by the Tenderer shall be disqualified and a ban or any further business dealings shall be imposed for a specified.

- ii. If it is found during the validity of the Contract that the Contractor or his agent/representative or any other person claiming interest under him, indulges in any malpractice/activity prejudicial in the interest of the SVNIT or detrimental to the SVNIT, equipment and property, the said Contract may be terminated at once and a ban on any further business dealings shall be imposed for a specified period under the laid down procedure of the Company.
- (t) The bidder must comply all the pre-qualification conditions mentioned in the head

**“PRE QUALIFICATION REQUIREMENTS OF THE BIDDER”**

**(u) BID OPENING PROCEDURE:**

- i. The Part-I offer of those Tenderers, whose Tender EMD is found in order and submitted as prescribed, will be opened on specified date & time by the Committee authorized by the competent authority of SVNIT Surat. Otherwise the offer will be considered as invalid and other parts will not be opened.
- ii. The financial bids of those bidders who are technically qualified, shall be opened by the Committee on the specified date and time.
- (v) Tenders containing overwriting or erasing, without authentication with full signature in the pages(s) of Price Bid and amount/ quantity not shown in figures and words will be liable for rejection.
- (w) 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.
- (x) The price bid not received in the prescribed format shall be liable for rejection.
- (y) Conditional Bids either in Part-I or Part-II of the tender shall be liable to be rejected.
- (z) Any request from the bidder in respect of additions, alterations, modifications, corrections etc. of either terms and conditions or rates of his tenders after opening of the tenders, shall not be entertained under any circumstances. The rates quoted once will be treated as final. No alteration either in rates or in bid documents will be entertained.
- (aa) By submitting a bid, the bidder will be deemed to have satisfied himself that the rates quoted by him in the tender will be adequate to complete such work according to the conditions attached and has taken into account all conditions and difficulties that may be encountered during its progress /execution. Any complaint in this regard after submission of bid shall not be entertained.
- (bb) Canvassing in any form is strictly prohibited and bids submitted by the tender who resort to canvassing, will be liable for rejection.
- (cc) 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).
- (dd) Bid documents are not transferable.
- (ee) 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.
- (ff) The duration of the contract shall be initially for a period of one year but based on the satisfactory performance of contractor (on yearly basis), the contract period may be extended up to one more year.

- (gg) The successful contractor shall deposit **Rs. 1,00,000/- (Rupees One Lakh Only)** as **Performance Security in favour of ‘Director, SVNIT, MHRD Fund’** payable at Surat. No interest shall accrue on this deposit, which will be returned after the successful completion of contract and after adjusting dues if any, of the contractor to SVNIT Surat. In case of any default on the part of the contractor, the security deposit will be forfeited and the decision of SVNIT authorities in this regard will be treated as final and abiding to the contractor.
- (hh) At any time prior to the deadline for submission of bids, SVNIT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- (ii) It is compulsory to attach all the mentioned and required documents at time of submission of tender. No additional attachment is permitted later on.
- (jj) The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.
- (kk) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the prospective Supplier does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
- (ll) Dispute, if any will be subject to Surat jurisdiction only.
- (mm) Prices: The rates quoted shall remain firm through the currency of the contract.

## **5. Preparation of Bids**

Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents must 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.

## **6. Submission of Bids**

- a) Bidder should submit the EMD as per the instructions specified in the tender document and should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- b) Bidders are requested to note that they should necessarily submit their financial bids/BOQ as per annexure – D, D1 in the format provided in the tender document
- c) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

## 7. Scope of Work

**Hiring of Infrastructure Service (i.e. Sound System and Lights) for Institute and departmental events as and when required during initially period of one year** in Sardar Vallabhbhai National Institute of Technology, Surat. The associated responsibilities and deliverables are listed, as follows:

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

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

DATE:

..... (Signature of tenderer)  
(Rubber seal)



## 8. Obligation of Contractor

- a) Compliance for all statutory provisions of central / state / local government
- b) Submission of the Labour License within the 15 days of award of the work if applicable.

## 9. General Terms and Conditions

- a. **Duration of Contract:** The contract period will be initially for a period of **one (01) years** and extendable up to **one (01) more year** subject to satisfactory performance.
- b. **Minimum Wages:** The successful bidder shall have to comply with minimum wages (i.e., for Unskilled/Semi-Skilled/Skilled/Highly Skilled stipulated by Government notification in force for Zone and Area wise and other statutory dues as per rules /notifications etc. with regard to payment of wages to the personnel deputed at SVNIT for the above work.
- c. Workers Leave and other benefits will be strictly as per Contract Labor Laws/Act by the Contractor.
- d. **Agreement:** The work should be taken up within a maximum of 15 (fifteen) days from the date of issue of work order. The successful bidder shall execute an Agreement with SVNIT, Surat on a Non-Judicial Stamp Paper of appropriate value before the commencement of work.
- e. **Refund of EMD to the unsuccessful bidder:** EMD will only be refunded to the unsuccessful bidders within 30 days after finalization of Tender and no interest will be paid for the same.
- f. **Performance Security Deposit:** The successful bidder shall, within 15 days from the date of issue of Work Order, deposit with SVNIT a sum equal to **Rs 1,00,000/- (Rupees One Lac Only)** in the form of a Demand Draft failing which SVNIT, Surat may at its discretion cancel the Work Order and forfeit the earnest money deposit furnished along with the tender. The security deposit amount deposited will be refunded/released after three months 90 (Ninety) days from the date of completion of all contractual obligations of the contractor duly certified by an Chairman. No interest will be paid for the security deposit.
- g. **Termination without Compensation:** In the event of violation of any terms and conditions of the Tender documents or the agreement, it would be construed, as a breach of contract and SVNIT will be entitled to terminate the contract without any compensation in lieu thereof and the security deposit made by the contractor towards successful implementation of the contract may be forfeited.
- h. **Amendment/Corrigendum of Tender Documents:** At any time prior to the last date of submission of tenders, SVNIT may modify the tender document. : Corrigendum, if any issued for the tender shall form part of the tender document, Corrigendum will be posted on <http://eprocure.gov.in/epublish/app>. Hence, bidders are requested to visit <http://eprocure.gov.in/epublish/app> regularly and note the corrigendum / amendments to the tender without fail. Institute is not responsible for ignorance of corrigendum
- i. **Conditional bid:** Conditional bids are liable to be rejected summarily.
- j. **Compliance with Laws:** The contractor shall ensure full compliance with all statutory laws of the Government of India/ Government of Gujarat/Local authorities with regard to this contract and shall be solely responsible for the same. The contractor shall indemnify or deemed to have indemnified SVNIT fully for all claims and losses arising out of this contract against liability of tax, interest, penalty, etc.
- k. The agency should pay the minimum wages as per wages declared by Ministry of Labour and Employment, Govt. of India time to time. The agency will open the bank account of all the manpower with the any scheduled bank within a month of receiving work order. The contractor will pay the salary to their manpower on or before 7<sup>th</sup> day of every month through bank account. In no case, payment to Manpower shall be made in cash/cheque. Contactor should maintain the record of PF and ESI deposited and any other payments thereto contractual and statutory obligation, made in respect of such engaged employees. The increase of minimum wages for manpower shall be applicable as per Government notification in respect with skilled, semi-skilled and unskilled manpower.
- l. **Acceptance of Bids & Withdrawals:** The right of final acceptance of the tender is entirely vested with the Director, SVNIT who reserves the right to accept or reject, any of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of SVNIT to communicate

with rejected bidders. After acceptance of the tender, the bidder shall have no right to withdraw his tender. The tender acceptance authority may also reject all the tenders for reasons such as change in scope of work, lack of anticipated financial resources, court orders, accident, calamities etc. and other unforeseen circumstances.

- m. **Tender Evaluation Criteria:** The committee of SVNIT will prepare a list of firms based on compliance of terms and conditions of the tender. The tenders, which do not conform to the conditions stated in the tender, shall be rejected. Price bids of only technically qualified bidders will be opened on a later date to be notified on the Institute website or informed through mail.
- n. **Alterations/Modifications:** SVNIT reserves the right to make alterations in the number of personnel deployed as per actual requirement. The contractor shall deploy such personnel also at the rate as agreed to in the Work Order.
- o. **Performance of Contractor:** In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, SVNIT reserves the right to impose penalty as deemed fit.
- p. SVNIT being an educational institute, the contractor shall not allow or permit his/ her/their workers to participate in any trade union activities or agitation in the institute, violation of which may result in the termination of the contract immediately.
- q. All personnel/employees/workmen employed by the contractor shall be adults with good health and sound mind. The personnel of the contractor shall be liable to security search by the Security Staff/Agencies deployed by SVNIT.
- r. The employees/workmen employed by the contractor shall always be under the direct and exclusive control and supervision of the contractor. The contractor shall appoint fully qualified competent and trained workers in their payroll, supervisors and employees/workmen to ensure that the services rendered by them and the responsibility and obligations undertaken by them are carried out to the satisfaction of the SVNIT, Surat. The contractor shall submit the list of manpower engaged for the contract Chairman Tender Committee. It is also mandatory that the contractor keeps a complete record of background, origin, and contact information their employee on payroll along with the police verification report and shall be produced to members, tender committee on demand.
- s. Any theft or damage caused due to negligence of the contractor shall be borne by the contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by the Competent Authority of SVNIT, Surat and the same shall be deposited in Institute account section within 3 weeks of announcement of penalty.
- t. All personnel and their bags and baggage deployed with the contractor shall be liable for physical check both at the time of entry and leaving the Institute campus.
- w. SVNIT shall not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay role and submit a proof to this effect.
- x. SVNIT shall not be under any obligation for providing employment to any of the worker of the contractor during and after the expiry of the contract. The SVNIT does not recognize any employee/employer relationship with any of the workers of the contractor.
- z. If any dispute arises regarding payment of wages and other statutory dues to the workmen deployed at SVNIT will not be held responsible for that under any circumstances. All bidders must take these into account at the time of bidding
- aa. The contractor shall maintain all records about the statutory compliance as per the Government of Gujarat/ Govt. of India rules and regulations at their premises. SVNIT will have the right to verify each and every document
- (bb) Compliance of policy regulation viz., Payment of minimum wages act, the workmen compensation act, industrial dispute act, Employee State Insurance act, Provident Fund act, Bonus Act, or Legislation brought from time to time, which may govern the nature of the contract as may be applicable from time to time as to the workers engaged by him/her for performance of this contract.

- (cc) The contractor will indemnify SVNIT from any claim/statutory non-compliance/ damage /compensation etc. arising out of this contract.
- ii) The Contractor shall comply with all requirements under central and local taxes laws / GST and shall be responsible for payment of all taxes and other statutory payments to the respective authorities.
- (jj) Any liability arising on the Institute shall be recovered from the Contractor first and if the full amount is not recovered then the same will be recovered from the Security deposit of the Contractor. There would be no liability towards the workers of the Contractor by the SVNIT, Surat.

## **10. TERMINATION OF CONTRACT**

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

## **11. MISBEHAVIOUR OF EMPLOYEES**

- a. The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehaviour, SVNIT has the right to terminate the contract. It will be mandatory for the contractor to brief their personnel in advance and apprise them of the conduct, expected for them, while working in an institution of national importance. Nothing prevents the SVNIT to even advise the contractor about any such issue, or any erring personnel engaged by the contractor, which warrant urgent action, in the interest of work and its fact disposal.
- b. Any personnel deployed by the Contractor, refuses work or creates indiscipline would have to be immediately replaced with the consent of the members, tender committee SVNIT reserves the right, to ask the Contractor to terminate the services of any of the Contractor's employees immediately on grounds of noncompliance of duties or if found guilty of misconduct. SVNIT will in no way be held responsible or liable for any loss, caused by negligence or any other harmful action on the part of the employee of the Contractor. In case, the person employed by the successful bidder commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract.
- c. The contractor shall be solely responsible for the conduct of his / her workers and in any case of any complaint against any of his/her staff, the service provider will be under obligation to change the worker concerned when instructed by the members, tender committee. The contractor shall observe all the

relevant laws and will be responsible for any prosecution or liability arising from breach of any of those laws; The Institute members, tender committee will not and cannot hold any responsibility with regard to workers on the pay roll of the contractor whatsoever.

## 12. AWARD OF WORK

- a. Order will be placed to one party on the basis of L-1 quotation (Lowest Total Yearly Amount). However, all the contractor may be required to explain /justify the basis of their quoted price as and when asked for. In case, any contractor fails to justify the quoted price or refuses to co-operate in this regard, they will not be considered for participating in the re-tendering and their bid will be disqualified. Quoted price is applicable for the one (01) Year only. There will be 5% increment to L-1 quoted price for the subsequent year of the work order after one (01) Year.
- b. In case of tie for L-1, the work-order may be given to the agency that has higher **Average Turnover** (from same services during last Three Financial years (**2020-21,2021-2022 & 2022-23**))

## 13. OTHER CONDITIONS

- a. The tenderer submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiry will be entertained in respect of acceptance or rejection of the tender.
- b. Director may accept or reject any or all the tenders/bids in part or in full without assigning any reasons. In case of any dispute, pertaining to tender/bids, the decision of the Director of this institute shall be final and binding on the bidders.
- c. The Director SVNIT, Surat reserves the right to withdraw/relax/interpret any of the terms and condition mentioned hereinbefore; in such situation the tenderer shall be given sufficient time to take the change into account.
- d. Notwithstanding the sub-division of the documents into separate sections or otherwise, every party of each section/part/point or paragraph, shall be deemed to be supplementary to and complimentary of every other part and shall be read into totality as part and parcel of the contract.
- e. Each page of the tender document should be signed and stamped by the tenderer in acceptance of terms and condition, laid down by the institute.
- f. While indicating the price/rate of the items or services, the bidder should write the item value/ monthly value, both in words and figure, in case of dispute, or cutting/ overwriting, the amount written in words will be taken as bid value. The rate so fixed is inclusive all taxes, duties, and levies etc., imposed by the State/Central Government and Local Bodies as on the date of submission of tender. However, if any new tax, duty or levy is imposed or enhanced by the Government / Local Bodies subsequent to the award of work, the same shall be reimbursed on production of necessary documents and proof of payment.
- g. Tenderer and his/her authorized representative (with proper authorization letter) may choose to be present at the time of opening of Technical and Price Bids.
- h. Tenders' incomplete on any form will be rejected outright; conditional offers will not be accepted.
- i. No bidder shall be allowed to withdraw after submission of the tender; otherwise, the EMD submitted by the bidder would stand forfeited. In case, the successful tenderer declines the offer of contract (or refuse to acknowledge or execute the contract/agreement within 15 days of award of work), for what so-ever reasons, his/her EMD will be forfeited.
- j. The contractor should not sublet the work to any other agency/contractor.
- k. No child labor should be engaged and human rights as per law shall be protected and adhered to. Person engaged must undergo a prior character and antecedent check/police verification and must be medically cleared should undergo a medical examination after every six months.
- l. Validity of Bids: Bids shall remain valid for acceptance for a period of **120 days** from the date of opening of the price bid. Any benefit for downward reversion of prices, should be extended to SVNIT.
- m. No right, much less a legal right, shall vest in the contractor's worker to claim/ have employment or otherwise seek absorption in the Hiring Infrastructure nor the contractor workers shall have

any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of the institute or the Hiring Infrastructure. The worker will remain the employees of the contractor and this should be the sole responsibility of the contractor to make it clear to their workers before deputing on work in the Hiring Infrastructure.

- n. The bidder should have a valid govt. license for electrical work at the time of execution of work.

#### **14. DISPUTES & JURISDICTION**

- a. Settlement of disputes: It is incumbent upon the bidder to avoid litigation and disputes during the tenure of the contract. However, if such disputes take place between the parties, efforts shall be made to settle at the level of SVNIT Surat. The bidder shall make request in writing to the Director of SVNIT for settlement of any disputes within 30 days of arising of the cause of dispute failing which no disputes / claims shall be entertained by SVNIT Surat. The decision of the Director, SVNIT will be final and binding on the parties, if differences still persist, the settlement of the disputes may be sought in the court of law, in Surat jurisdiction.
- b. **Jurisdiction:** The court of Surat in the state of Gujarat only will have the jurisdiction to deal with and decide any legal matters or disputes whatsoever arising out of this contract.

Chairman, Tender Committee  
For and on behalf of the Director, SVNIT

**ANNEXURE-A**

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

	<b>Description</b>	<b>Details</b>
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 <b>(Attach the relevant document)</b>	
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 bidder with seal**

**ANNEXURE – B**

**Technical Bid  
Technical Evaluation Sheet  
(Bidder must fill all the Columns)**

Sr. No.	Eligibility Criteria	Proof Attached Y/N	Proof Attached at page No.						
01	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	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Labour License Number/Registration Number (If applicable )</td> <td style="width:50%;"></td> </tr> <tr> <td>Permanent Account Number :</td> <td></td> </tr> <tr> <td>GST Registration Number:</td> <td></td> </tr> </table>	Labour License Number/Registration Number (If applicable )		Permanent Account Number :		GST Registration Number:			
Labour License Number/Registration Number (If applicable )									
Permanent Account Number :									
GST Registration Number:									
04	<p>The Bidder should have an experience of minimum 01 Year/01 work order in the same/similar field. (Certificate of Incorporation/ Registration/ should be attached) Name, address / contact details of the present and past satisfactory clients (<b>Form “B”</b>)</p> <p>Bidder shall have a minimum one (01) year experience of running the work in Educational Institutions such as Indian Institute of Technology, Indian Institute of Management, National Institute of Technology, IISERs, IIITs and NIPER, All India Medical Sciences/ Central Universities/State Universities.</p>								
06	<p>The bidder must have a <b>Minimum Average Annual Turnover</b> from Sound and Lights services of <b>Rs. 15 Lakh during the last three financial years (2020-21, 2021-2022 and 2022-23)</b>. All bidders should submit copies of audited Statement of Accounts for the last three years ending 31 March 2023 along with the tender documents.</p> <p>(<b>Form “A”</b> must be filled along with Audited statement of Accounts for last three FY).</p>								
07	<p>Latest Solvency Certificate Minimum of Rs. 10 Lakh in a prescribe format is required from any scheduled or nationalized bank.</p> <p>(<b>Form “C”</b> must be filled along with supporting documents duly signed and sealed by the bidder).</p>								
08	<p>A certificate (Affidavit) to be signed by the Proprietor/Owner or their authorized representatives of the company in the Court of a First-Class Magistrate that they haven't been debarred or blacklisted [use <b>Form “F”</b> for details] for any services, supplies or products dealing in, by any organizations or educational institute/ university or state/ central government and no criminal case/legal proceeding or industrial dispute is pending or contemplated against them.</p>								
09	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">The bidder must submit copy of acknowledgement of Income Tax return for the three financial years, 2020-21, 2021-22 and 2022-23</td> <td style="width:50%;">F.Y. 2020-21</td> </tr> <tr> <td></td> <td>F.Y. 2021-22</td> </tr> <tr> <td></td> <td>F.Y. 2022-23</td> </tr> </table>	The bidder must submit copy of acknowledgement of Income Tax return for the three financial years, 2020-21, 2021-22 and 2022-23	F.Y. 2020-21		F.Y. 2021-22		F.Y. 2022-23		
The bidder must submit copy of acknowledgement of Income Tax return for the three financial years, 2020-21, 2021-22 and 2022-23	F.Y. 2020-21								
	F.Y. 2021-22								
	F.Y. 2022-23								

11	Submission of duly filled and signed Declaration letter. Incomplete forms in any respect would summarily be rejected ( <b>Form ‘D’</b> must be filled).		
12	Format for Bank Account details of the bidder, ( <b>Form ‘E’</b> must be filled).		
13	The bidder must have an office in the city of Surat. (A documentary proof should be attached)		
14	Whether firm is MSEs Unit: If YES, then please Specify the category of ownership: SC/ST or Women: (Please Submit the Documentary Evidence for UAM and ownership details.)		
15	Scan and Signed copy of <b>Integrity Pact</b> as per <b>Annexure ‘C’ (C, C.I &amp; C.II)</b>		

**Declaration:**

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

Date:

Place

**Signature of the tenderer with seal**

**Note:**

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

Date:

Place

**Signature of the tenderer with seal**



**FORM 'A'**

**FINANCIAL INFORMATION**  
(To be enclosed with the Technical Bid)

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

Sl. No	Details	Financial Years			
		(1) Year: 2020-21	(2) Year: 2021-22	(3) Year: 2022-23	<b>Average Turnover</b> (from Sound & Light services only) = $[(1)+(2)+(3)] / 3$
i)	Gross annual turnover (from Sound & Light services only) (Rs. in Lakh)				
ii)	Profit/Loss (Rs. in Lakh)				

- Financial arrangements for carrying out the proposed works.

Note: Attach additional sheets, if necessary

(Certified by the CA)  
Signature with Seal

**FORM 'B'**

(To be enclosed with the Technical Bid)

**Details of all Works of Similar Class Completed during the Last three Years as on the last date of submission**

(The work order must exclusively mentions the Hiring Infrastructure – Sound System & Lights)

Order placed by (Full add. Of Client)	Order No.& Date	Brief Description of similar work done Rate Contract with other companies/govt organization	Value of order	Date of completionof contract	Contact person alongwith Telephone No. Fax No.and email Address.

**Note: Copy of all the work orders mentioned above are to be attached.**

Necessary supporting documents must be attached

**(SIGNATURE OF BIDDER)**

**FORM 'C'**

**Solvency Certificate**

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

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

**Solvency Certificate**

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

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

Yours faithfully,

For.....Bank

Bank Officer with designation

**FORM 'D'**

**Declaration Letter**

(To be enclosed with the Technical bid)

To,

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

Dear Sir,

**Sub: Enquiry regarding at SVNIT, Surat**

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

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

The rates quoted are inclusive of all kind of Govt. Taxes and any other charges involved for all the items mentioned in the tender document if any such as packing, forwarding, transportation, insurance and any other cost incidental to delivery of services in Hiring Infrastructure – Sound System & Lights of SVNIT, Surat situated 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.

**FORM – E**

((To be enclosed with the Technical Bid))

**Format for Bank Account details of the bidder**

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

Bank Account details:

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

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

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

**Seal and signature of the bidder.**

**Certification from the banker:**

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

**Seal and signature of the authorized officer of the bank.**

**FORM-F**

(To be enclosed with the Technical Bid)

**FORMAT FOR NON-BLACKLISTING OF SUPPLIER**

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

Deponent

Address \_\_\_\_\_

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

Deponent

Dated: \_\_\_\_\_

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

**ANNEXURE-C**

**INTEGRITY PACT**

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

**Tender Reference No.:** \_\_\_\_\_

**Name of Tender / Work:** - \_\_\_\_\_

Dear Sir,

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

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

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

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**ANNEXURE-C.1**

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

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

Tender Reference No.: \_\_\_\_\_

**Name of Tender / Work: -** \_\_\_\_\_

Dear Sir,

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

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

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

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

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**



**ANNEXURE-C.II**

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

**INTEGRITY AGREEMENT**

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

**BETWEEN**

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

**AND**

.....(Name and Address of the Individual/ firm / Company )  
through..... hereinafter referred (Details of  
duly authorized signatory) to as the "Bidder/Contactor" and which expression shall unless repugnant to the  
meaningor 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 addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

- 3) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/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 of 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 his 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 to / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

**Article 6: Duration of the Pact**

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

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

**Article 7: Other Provisions**

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

**Article 8: Legal and Prior Right**

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

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

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

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

**WITNESSES:**

1)(Signature, name and address)

2)(Signature, name and address)

Place:

Date:

**FINANICA/PRICE BID**

**ANNEXURE – D**

**Sound System**

Name of the Bidder \_\_\_\_\_

Sr. No.	Description of items	Qty(Nos) (APPROX.)	Offered rate per unit per day	GST @ ____%	Total Amount
1	15-inch Single Speaker	15			
2	15-inch Double Speaker	10			
3	Wireless microphone	10			
4	Wired microphone	15			
5	Stand microphone	10			
6	HDL 20 TOP	24			
7	HDL 20 BASS	24			
8	Stage Monitor	6			
9	Amplifier	6			
10	Top	6			
11	Bass	6			
12	Sound@Library	6			
13	4 Top (HDL 20 Original RCF) 4 Bass (HDL 20 Original RCF) Amplifier Mixture Console Mics 4 Nos.	1 set			
14	2 Top (SRX725) Original 2 Bass Amplifier Mixture Mics 4 Nos.	1 set			
15	2 Top (SRX725) Original Mics Nos. 2				
16	Portable Speaker	2+2MIC			
17	Portable Speaker	1+1MIC			
18	Box Truss (sq. feet)	60*40			
				<b>Total</b>	

Net Amount in words \_\_\_\_\_

**Seal and signature of the bidder.**

## ANNEXURE – D1

### Lights

Name of the Bidder \_\_\_\_\_

Sr.No.	Description of items	Qty(Nos) (APPROX)	Offered rate per unit per day	GST @ ____%	Total Amount
1	Series Light (in Meter)	500			
2	Fudge Light	30			
3	LED Screen ( 10ft×10 ft)	1			
4	Scaffolding	15			
5	Metal Light (250 Watt) White/Yellow	100			
6	Stall Plug Point	25			
7	Stall Lights	25			
8	Par Light	15			
9	GEN SET(250 kV)	01			
	GEN SET(125 kV)	02			
10	Bulb and Holder	10			
11	CO2JET(SFX)	2			
12	Sparcular	4			
13	Jumbo Blower	1			
14	CO2 GUN	1			
15	Cold Pyro	20			
16	Sharphy	15			
17	LED Par	30			
18	Blender	2			
19	Strobe Lights	4			
20	Moving Head	4			
21	Haze Machine	2			
22	Follow Spot	2			
				<b>Total</b>	

Net Amount in words \_\_\_\_\_

Seal and signature of the bidder