

**Sound and its related servicefor GTU Central Techfest 2018**  
**Vishwakarma Government Engineering College,**  
**Ahmedabad**

**Name of Work :**

Providing “Sound and its related servicefor GTU Central Techfest 2018” at VGEC and GTU campus, Chandkheda, Ahmedabad-382 424.

**Tender inviting authority:** Principal, Vishwakarma Government Engineering College, Chandkheda.

**Address:** Vishwakarma Government Engineering College, Sabarmati – Koba Highway, Nr.Visat Three Roads, Chandkheda, Ahmedabad- 382 424.Gujarat,India

Ph. : 07923293866,23293006 E-mail : principal@vgecg.ac.in

URL : [www.vgecg.ac.in](http://www.vgecg.ac.in)

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**Venue place:** Vishwakarma Government Engineering College, Sabarmati – Koba Highway, Nr.Visat Three Roads, Chandkheda, Ahmedabad- 382 424.Gujarat,India

**Event date:** 14<sup>th</sup>-15<sup>th</sup>-16<sup>th</sup> March 2018

This document can be downloaded site: [www.vgecg.ac.in](http://www.vgecg.ac.in)

<b>Date &amp; time of start of: Online downloading</b>	<b>Date: 23/2/2018 03:00 PM</b>
<b>Last date &amp; time of physical submission of technical bid and financial bid</b>	<b>Date: 06/03/2018 Up to05:30 PM</b>
<b>Pre-bid meeting and Site Visit</b>	<b>Date: 03/03/2018 4:00 PM</b>
<b>Technical Bid Opening</b>	<b>Date: 07/03/2018 3:00 PM</b>
<b>Tender opening ( Financial Bid)</b>	<b>Date: 08/03/2018 5:00P.M</b>

## NOTICE INVITING TENDERS

1. Tender are invited by Principal, Vishwakarma Government Engineering College, Chandkheda. from qualified/eligible contractors/agency/service provider for the work of Providing sound and its related service for central Techfest 2018 at Vishwakarma Government Engineering College(VGEC) campus and GTU campus, Chandkheda, Ahmedabad-382 424. The work is estimated to cost Rs.2.63 Lakhs. This work is to be completed on 13<sup>th</sup> /14<sup>th</sup> up to 18:00 hrs. This estimate however, is given as a rough guide.
2. The service is to be provided for the prestigious event of GTU Central Tech-fest 2018/
3. The contractors/agency who fulfills the qualification criteria are permitted to tender. Not more than one tender shall be submitted by a contractor/agency/individual-sole proprietor or by a firm. No two or more concerns in which an individual is interested as a proprietor and/ or a partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected. Joint venture/consortium tender is allowed.
4. Bid document can be downloaded from [www.vgecg.ac.in](http://www.vgecg.ac.in) **Date: 23/2/2018 after 3:00 pm** Necessary documents like Tender Fees, EMD,Security Deposit, experience certificate, PAN card, GST registration, service tax registration, & other related documents needed to be furnished in physical form up to date **Date: 06/03/2018 17:30** hours, same shall be submitted, by RPAD/courier/personally to the office of the Principal, Vishwakarma Government Engineering College, Sabarmati – Koba Highway, Nr.Visat Three Roads, Chandkheda, Ahmedabad-382 424.
5. Tenderers are advised to visit the site sufficiently in advance of the date fixed for submission of the tender. A tenderer shall be deemed to have full knowledge of all the relevant documents, site etc; whether he inspects them or not.
6. The tender bid will be opened on date **08/03/2018 at 5:00 PM** the the office of the Principal, Vishwakarma Government Engineering College, Sabarmati – Koba Highway, Nr.Visat Three Roads, **Chandkheda, Ahmedabad-382 424.** in the presence of bidders who may choose to remain present in the office of the Bid opening Authority Specified in Bid documents. After opening of **technical bid on Dt: 07/03/2018 on 3:00 PM**, all the documents shall be assessed by committee based upon qualifying criteria. Financial bid will be open who qualify in technical bid.

**Name of work:** “Sound and its related servicefor GTU Central Techfest 2018” at VGEC and GTU campus, Chandkheda, Ahmedabad-382 424.

**Type of tender: Open**

Joint venture/Consortium: Allowed

**Tender/bid inviting and opening authority:** Principal, Vishwakarma Government Engineering College, Chandkheda.

<b>(A) Details of tender item:</b>					
<b>Sr. No.</b>	<b>Name of Work</b>	<b>Estimated Tender Value (Rs.)</b>	<b>EMD (Rs.)</b>	<b>Tender Fee in (Rs.)</b>	<b>Total Security Deposit(Rs.)</b>
1	2	3	4	5	6
1.	Providing “Sound and its related servicefor GTU Central Techfest 2018” at VGEC and GTU campus, Chandkheda, Ahmedabad-	Rs. 2,63,200/-	Rs.7,900/-	500/-	13,200/-

## Annexure-1

### Memorandum and Information of Tender

Validity period of offer	60 days from date of opening of financial/commercial bid. No change shall be allowed.
Security deposit	Amount of security deposit is to be paid by successful tenderer & shall be Rs.13,200/-. This amount shall be paid by D.D. of Nationalised/Annexured bank in the name of <b>Principal, Vishwakarma Government Engineering College</b> payable at Ahmedabad before agreement/work order. No interest shall be paid for security deposit.
Time limit of work	Up to 13 <sup>th</sup> /14 <sup>th</sup> March 2018 up to 18:00 hrs.
Prebid meeting and site visit	Dt: 03/03/2018 at 4:00 pm at store office, Principal office, VGEC, Chandkheda
Last date of submission of technical bid and financial bid	Dt: 06/03/2018 at 5:30 P.M
Date and time of opening of technical bid	Dt.: 07/03/2018 at 03:00 P.M. at the office of the bid opening authority. Tenderer can remain present.
Date and time of opening of commercial/financial bid(of the prequalified agency only)	Dt.: 08/03/2018 at 5:00 P.M. at the office of the bid opening authority. Tenderer can remain present.

## Annexure-2

### **Information and instructions to tenderers**

1. Tenders are invited in two parts bid system, (1) technical bid/prequalification submitted in physical form and (2) Financial/commercial bid separately in two cover marked with two bid separately.

The said event for which this tender is invited is to create Sound and its allied service for GTU Central Tech-fest 2018 for different events, start-up fair, inauguration function, valedictory function and ATV-5.0.

#### **2. Disclaimer**

This document has been prepared on the basis of information that is presently available from old information and by office of Principal, VGEC, Chandkheda. While this document has been prepared in good faith, no representation or warranty, expressed or implied, is or will be made, and no responsibility or liability will be accepted by Principal VGEC, Chandkheda or any of its employees, advisors or committee appointed by Principal, VGEC, Chandkheda as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed.

Interested Parties may carry out their own studies/analysis/investigations as required before submitting the tender. It is implied that the parties submitting the tender for the proposed event has personally visited the site of work and make all necessary investigations thereof. The technical/implementation solution/Functional requirements information provided in this notice for tender is only indicative in all respects.

#### **3. Objective:**

The objective of the work is ceremony programme for GTU Central Tech-fest 2018.

4. The bidder/firm must possess the requisite manpower, strength and capabilities having the knowledge of protocol requirement required for VVIP guest for providing such type of services necessary to meet the requirements. He must have the technical know how and financial capability to complete the job in time as per requirement of VGEC, Chandkheda.

#### **5. Mode of submitting tender:**

- 5.1 Tenderers should submit the technical bid, prequalification form & other relevant document as said of tender at the address of the bid inviting authority before last date. The envelope should be superscribed with, "Tender for "Sound and its related service for GTU Central Techfest 2018" with the name and address of sender.
- 5.2 Commercial/financial bid shall be submitted in separate cover marked with "Financial Bid" before last date.

#### **6. Eligibility & qualification of tenderers:**

The Tender shall be considered on the basis of fulfillment of eligibility/prequalification criteria indicated in tender documents. Relevant documents as described in Annexure-3.2 shall be submitted along with technical bid.

#### **7. Tender fee & earnest money deposit:**

- 7.1 Tender fee of Rs.500/- and Earnest Money of Rs.7900/- is payable along with the technical bid in original in form of D.D. of Nationalised/Annexured bank (except co-operative bank in the name of **Principal, Vishwakarma Government Engineering College** payable Ahmedabad). Any bid not accompanied with requisite tender fee/ Earnest Money in acceptable form shall be rejected.
- 7.2 The Earnest Money will be returned to the unsuccessful Tenderers within thirty days of date of work order issued to successful tenderer. The Earnest Money will be returned to the successful Tenderer after he furnishes Security Deposit and duly enters into the contract. The successful Tenderer shall furnish the required Security Deposit and attend the office of the Tender Inviting Authority for execution of the work. If he fails to furnish the Security Deposit or to execute the said work immediately, his Earnest money shall be forfeited and the bidder shall be disqualified for bidding in the Organization of the Employer and contract will be issued to second lowest party. No argument and legal action is valid of first lowest party.

#### **8. Tenders are invited under two part bid system:**

In the first cover, "Pre-qualification Information" supported by documentary evidence is to be enclosed along with technical bid and other documents. "Financial Offer/ Price Bid". technical bid is to be enclosed in sealed cover should

indicate and be marked as "Sound and its related service for GTU Central Techfest 2018" with the name and address of sender to be submitted by RPAD/courier only. No documents shall be received personally.

9. Intending bidders can get additional information about the nature of services to be provided by personal visit to the Office of the Tender Inviting Authority. Concern officer of VGEC may be contacted for this purpose during office hours on any working day.
10. Before filling this tender, the contractor shall visit the Offices/buildings/campuses for which service is to be provided and satisfy himself as to the conditions prevalent there for the satisfactory performance of the contract. No claim, whatsoever, on any such account shall be entertained by the Employer in any circumstances.
11. First of all the technical bid (Part-1) will be opened. After scrutiny and verification for qualification as per documents provided by tenderer, accessed according to qualification criteria by competent authority. "Financial/ Price Bid" of only those bidders will be opened who are qualified on the basis of qualification criteria.

#### **12. Tender Validity Period:**

The tender offer shall remain open and valid for acceptance for a period of 60 days to be counted from the date of opening of financial bid. However, the validity period can be extended with the consent of both the parties. If tender is withdrawn or modified during validity period or fails to sign the agreement (Formal contract) after acceptance of his offer or fails to commence the work within two days of issue of acceptance letter, the Earnest Money is liable to be forfeited and the bidder shall be disqualified for bidding in the Organization of the Employer.

#### **13. Method of Signing Tender:(For technical bid(part-1))**

- 13.1 If the tender is made by an individual, it shall be signed by the individual above his full name and current address.
- 13.2 If the tender is made by a proprietary firm, it shall be signed by the proprietor above his full name and the full name of his firm with its current address.
- 13.3 If the tender is made by a firm or partnership, it shall be signed by a partner of the firm holding the power of attorney and digital certificate for the firm. A certified copy of the power of attorney shall be produced along with other documents. A certified copy of the partnership deed, full name and current address of the firm, and full names and the current addresses of all partners of the firm shall also be produced along with other documents.
- 13.4 If the tender is made by a limited Company or Corporation, it shall be signed by a duly authorized person holding digital certificate for the company/ corporation and power of attorney for signing the tender in which case a certified copy of the power of attorney shall be provided separately along with other documents. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- 13.5 If the tender is made by Co-operative Society, it shall be signed by the Chairman of the Society duly supported by the Resolution of the Society to participate in this bid.
- 13.6 If the tender is made by Joint venture/consortium then it shall be signed by duly authorized person holding digital certificate and power of attorney for signing the tender in which case the certified copy of power of attorney shall be provided along with the other documents.

#### **14(A). Method of Signing Tender:(For financial/commercial bid(part-2))**

15. The tenderer shall bear all costs associated with the preparation and submission of his tender and the Employer shall in no case be liable for these costs.
16. This is a percentage rate tender wherein the bidder is requested to bid based on the rates estimated by the VGEC authority. In a case Quantities mentioned are estimated primarily and variations in quantity is expected according to actual requirement of payment. Amount quoted by the bidder shall be final and binding. Any ambiguity found in the tender the same will be summarily rejected.
17. The tenderer must understand clearly that the rates quoted are for completed works as per the items of Annexure-A. Quality work only will be allowed. Quantity as per work done shall be measured by the agency in two sheets and shall be get checked from the authorized concern officer of the VGEC, Chandkheda before the dismantling of the work and each item shall be paid accordingly and as per sanctioned tender rates. Rate includes all the cost due to labour, material, freight charges of material, loading-unloading, carting, stacking and erecting the same to the event spot as per requirement, supervision and for rendering services the scope of work, skilled/unskilled manpower for operation during the event inclusive of all taxes. Rates should be quoted is inclusive of rehearsal establishment/infrastructure to be made available on date 14/03/2018 upto 8:00PM. Joint visit of VGEC officers and contractors to inspect the completed work shall be done at about 08:00 P.M. on 14<sup>th</sup> March-2018 at 6:00 PM.

#### **18. Right of Rejection of Tenders:**

- 20.1 Right to reject any or all tender (s), without assigning any reason thereof, is reserved by the Tender Inviting Authority.

20.2 Incomplete tenders or tenders not fulfilling any of the conditions, specified above, are liable to be rejected without assigning any reason.

19. It shall be sole responsibility of the contractor to ensure effective security for the entire services rendered by him including supply of all material and if there is any loss on account of dishonesty, theft, inconvenience or due to any natural or man-made calamity, the same shall be bared by the agency. He may insure his entire asset supplied by him.
20. The contractor will maintain absolute security with regard to all the matters that comes to his knowledge by virtue of its contract.
21. The responsibility for performance of this contract on holidays and Sundays would be of the Contractor.
22. Since the personnel will be the employees of the contractor, the VGEC will not have any concern or relation with them either directly or indirectly, all statutory obligations shall be discharged by the contractor.
23. The Contractor shall be responsible for minimum wages and other incidentals to the workers deployed as per the statutory provisions of the relevant Acts.
24. It will be the responsibility of the contractor to make payment to the workers.

**25. Declaration:**

The tenderer will have to make declaration enlisted in the form attached herewith and shall affix his signature to the form in token of correctness of declarations made therein.

- (1) I/We hereby declare that I/we have visited the site and fully acquainted myself/ ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting this tender.
- (2) I/We hereby declare that I/We have carefully studied the conditions of contract, scope and other documents of this work and agree for executing the same accordingly,
- (3) I/We hereby declare that I/We have no business or family relationship with a member of the Employer's staff. who is directly or indirectly involved in any part of (i) the preparation of tender document. (ii) the selection process of the bidders or (iii) supervision of the contract except the following Employees of the employer for whom the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

Sr No.	Name of the Employer's employee	Designation and office in which he is working
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- (4) I/We hereby declare that the service provided to college under this contract shall be of best quality and workmanship and shall be strictly in accordance with fulfillment of all the relevant laws.
- (5) I/We hereby agree to supply/provide the best personnel having very good character according to requirement of VGEC, Chandkheda.
- (6) I/We hereby guarantee that the said services would be delivered according to requirement time of VGEC, Chandkheda and shall continuously delivered during the entire event up to completion and if not found satisfactory or breaching the laws set for will be deemed seriously by VGEC, CHANDKHEDA and VGEC, Chandkheda may take appropriate action.

Date : \_\_\_\_\_

Place : \_\_\_\_\_

(Signature of the Contractor/ bidder with Seal)

### **Annexure-3**

#### **Prequalification criteria**

- 1.0 He must have experience of such type of work of atleast two years.
- 2.0 Minimum average annual turnover of financial year 2015-16 and 2016-17 shall not be less than 03 lakhs from similar jobs of services any of financial year.
- 3.0 Joint venture/consortium is allowed.
- 4.0 The bidder must not be black listed and/or having no inquiries/cases pending against him by Government of India, Government of Gujarat or any state board/universities/corporation since inception of the firm
- 5.0 No police/court case should have implemented against the bidder from the date of commencement of profession to the date of offering bid
- 6.0 The bidder if fails to comply with any of the provisions asked as per Annexure-3.2 and/or not providing information then he is likely to be disqualified.
- 7.0 If any information found false with a malafied intension of getting qualified will be treated serious and his EMD is likely to be forfeited and he will be blacklisted for not giving any work in future.
- 8.0 Authority may ask to produce original documents where certified photocopies are produced

### **Annexure-3.1**

#### **Selection of service provider for tender acceptance**

- 1.0 After the pre-qualification selection of service provider is financial bid will be opened.
- 2.0 According to lowest total amount of said service will be selected on basis of financial bid submitted by bidder.
- 3.0 When amount of total tendered cost quoted is FOUND SAME in more than one tender then selection of service provider will be based on turn-over of last two financial year. Bidder who has more turn-over will be finalizing by authority.
- 4.0 If the Service Provider fail to perform and render services as provided in the contract satisfactorily and in time or if liquidated damages/compensation up to 10% of contract value are liable to be imposed, the contractor is liable to be blacklisted and no further work of GTU will be handed over in future.
- 5.0 The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities (Annexure-B)(Part-2), all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution, completion, maintenance and continuous service up to final completion of event.
- 6.0 The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The VGEC shall be at liberty to object to and order the Contractor to remove forthwith from the duty of any person employed by the Contractor in execution of this contract, who, in the opinion of the VGEC misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the VGEC to be undesirable.
- 7.0 The Contractor shall maintain absolute security with regard to all the matters that comes to his knowledge by virtue of this contract or otherwise.
- 8.0 The Service Provider whose bid is accepted shall pay an amount of Rs.13,200/- within two days from the date of receipt of letter of acceptance of his bid by D.D. in the name of Principal Vishwakarma Government Engineering College payable at Ahmedabad of Nationalised/Annexured bank. No interest shall be paid for security deposit.
- 9.0 Security Deposit is furnished as the guarantee for due fulfillment of all obligations under this contract. This contract is for supply of sound services. The amount of security deposit can be appropriated by the Employer for due fulfillment of obligations of the Service Provider under this contract if the Service Provider fail to comply with instructions of the Officer who has signed this contract on behalf of Employer under any contract condition or towards dues payable by the Service Provider stemming from this contract, or other contracts of the Service Provider with the Employer.
- 10.0 Security deposit shall be forfeited and credited to the Employer in case of default by the Service Provider for failure to render services or for resorting to unhealthy practices in performance of the contract.
- 11.0 Security deposit shall be refunded to the Service Provider three month after satisfactory completion of work/satisfactory delivered the service and expiry of contract after adjusting dues recoverable from Service Provider, if any.
- 12.0 The Contractor shall commence the work from the date of issue of Work Order.



## Annexure-3.2

### Pre-Qualification Information

1	Name and address of the Headquarter of company/firm/joint venture/proprietor		
2	Official address at Ahmedabad/Gandhinagar		
4	Name and address of owner/partners/power of attorney		
5	Cell no./L.L. no./FAX no./Email address of Headquarter office and office at Ahmedabad/Gandhinagar and owner/partner/sole proprietor of agency		
7	Details of Owner with certified copy of document for constitution of the Firm/ Company of Service Provider (Sole proprietor , partnership/ company/consortium/cooperative society)		
8	Name of the authorized signatory who is authorized to respond tender		
9	Name of banker alongwith branch(As appearing in cheque) and account no.		
10	Certified copies of following certificates b. Service Tax Registration c. GST Registration No.* c. PAN (Income tax) *		
11	Date of commencement of profession *		
12	financial years (enclosed C.A. certified copies/Return of Income-tax) (1). 2015 – 2016 * (2). 2016 -2017 *		
13	Details of Such Work done by during last two year		<b>Use paper sheet if needed</b>
13	Notorised document/declaration/agreement of joint venture/consortium*		<b>If applicable</b>
14	Details of tender fee/EMD		
15	Any other information(if any) which supports about best services being provided by the agency		

#### Special Note:

- (1) The above details as shall be provided with certified photo copy, reference letter, authorized certificate otherwise tender will not be considered.
- (2) D.D.of tender fee/EMD to be submitted in original along with original bank solvency certificate.
- (3) If any false information with a malafied intension of getting qualified will be treated serious and his EMD is likely to be forefeited and he will be blacklisted for not giving any work in future.
- (4) Authority may ask to produce original documents if required.

#### Notorised declaration shall be as per below on stamp paper:

I/We am/are \_\_\_\_\_ do hereby declare that our firm is not black listed and no inqueries/cases are pending against us, by Govt. of India / Govt. of Gujarat or any State Board/Universities/corporation, since inception of the firm/company.

I/We am/are \_\_\_\_\_ do hereby declare that I/am/We/are not defaulter of any financial institution and no police/court case is implemented against us from the date of commencement of profession to the date of offering the bid.

I/We am/are further undertake that if above declaration proves to be wrong /incorrect or misleading our tender/contract stands to be cancelled/terminated.

Place :  
Date :

Seal and Signature of Authorized person

## Annexure-4

### Terms and Conditions of Contract

#### Clause-1 Meanings of words expressed in this contract

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "GTU" means the Gujarat Technological University, Ahmedabad- Gujarat.
- b) "VGEC" means Vishwakarma Government Engineering College
- c) "Tenderer or Bidder" means the individual, firm, Company, Corporation submitting a bid/tender.
- d)

#### Clause-2 Contractor's Understanding

#### Clause-3 Contract Agreement

The Contractor shall enter into and execute the Contract agreement in the form of agreement within 01 days from the date of issue of Work Order. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the VGEC, Chandkheda

#### Clause-4 Rates and Taxes

7.1 The rates in the contract are inclusive of all Govt. taxes/ incidences and liabilities for observance of labour laws.

7.2 Rates are fixed for the entire job and shall not be revised due either to revision of existing taxes, cesses, labour laws or due to levy of new taxes / cess and revision of labour laws.

#### Clause-5 Indemnity by the Contractor

##### i. Indemnity against all actions of Contractor

The Contractor shall hold and save harmless and indemnify the VGEC, Chandkheda/Officer/property from all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought against or recovered from the VGEC, Chandkheda/ Officer/property by reason of any act or omission of the Contractor and/or his representative and/or his Employees in the execution of the works or in the guarding of the same. All the sums payable by VGEC by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

##### ii. Indemnity against all Claims

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of personnel employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

The responsibility for implementing the instructions/guidelines for working on National Holidays and Sundays shall be of the Contractor.

VGECG shall not have any concern or relation either directly or indirectly with the personnel employed by the contractor for execution of this contract and all the statutory obligations shall be discharged by the contractor. This agreement will be a commercial agreement and not one for creation of employment.

#### Clause-6 Occupation and Use of Land

No land belonging to or in the possession of the GTU and VGEC campus shall be occupied by the Contractor without written permission of the VGEC authority or officer. No unauthorized buildings /huts /construction /structures will be put up by the contractor in GTU campus.

#### Clause-7 Safety of man power and Labour

The Contractor shall be responsible for safety of all employees employed by him on works, shall report accidents, occurring on works to the VGEC and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the VGEC advised of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

**Clause-8 Variation in Quantities**

The quantities of items shown in the Annexure-A are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Annexure-A. Contractor is liable to execute any extra item if required or as per requirement of GTU and VGEC authority without any excuse. He will have to arrange all material-labour requirement. Payment for extra items shall be paid as per prevailing market rate and as per the permission of competent authority of GTU and VGEC.

**Clause -09 Liquidated damages :**

In the event of the failure of the Service Provider to render services satisfactorily and as provided in the contract, Employer will charge liquidated damages at the rate of ten percent of contract value or as actual damages done to VGEC due to non fulfilment of job as per specification.

**Clause -10 Proof of Age, Educational Qualifications and Character Certificate:**

No server should be of the age of not less than 18 years.

**Clause-11 GENERAL DUTIES/POWERS OF ENGINEER**

The concern officer shall provide services for administration of Contract as provided in the Contract Documents. In particular, he will perform the functions herein after described.

**Clause-12 Obligation to Perform in Accordance with Contract**

The Contractor shall execute and complete the Works and remedy any defects therein in strict accordance with the Contract, with due care and diligence and to the satisfaction of the concern officer, the Contractor shall comply with and adhere strictly to the concern officer's instructions and directions on any matter, related to the Work. He will bring the high standard material and other items as required in Annexure-B and will use in event. This is a prestigious event of GTU and no substandard work/material will be allowed.

**Clause-13 Responsibility of the contractor**

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction/erection including labours, materials and the persons taking part in the central tech-fest 2018 event. He will be responsible for the professional and technical competence of his employees and will select the appropriate professional for the items of work to be executed/service to be provided under this Contract.

**Clause-14 Source of Instructions/Information**

The Contractor shall neither seek nor accept instructions from any authority external to the University, the Registrar/ authorized officer of VGEC in connection with the performance of his services under this Contract. The Contractor shall avoid any action which may adversely affect the GTU central tech-fest 18 events and will fulfill his commitments with due regard/respect in the interest of the university.

**Clause-15 Officials Not to Benefit**

The Contractor shall not provide/assure any direct/indirect benefit to any employee/officer of the VGEC of any kind that may be treated as bribe i.e. this kind of action will be treated seriously and he will be black listed for future to assign any contract to him and moreover legal steps shall be taken according to prevailing laws.

**Clause -16 Authorized Representative :**

The Service Provider will provide the name and contact number of his authorized supervisory staff to VGEC immediately after work order. Moreover, he will have to give all details like photograph, residence address of all the employee/workers and other service providers/employee who are suppose to remain present on the day of event for issuing ID card. The contractor/service provider will be responsible for getting the permission of his employees/workers/service providers who are to remain present on the day of event for rendering the efficient services from the commissioner of police if protocol requires so.

**Clause -17 Uniform and Identity Cards:**

For identification of the server, the ID card showing the name and designation of the server shall be affixed on the pocket of shirt/ coat of the server. The Server should have authenticated Identification card, while on duty.

**Clause -18 Contract Not For Employer / Employee Relationship:**

The arrangements by the Service Provider to make available services to the Employer shall not be deemed to create Employer / Employee Relationship: between the Employer and the servers supplied by the Service Provider and Employer

will not be responsible for legal obligations towards the servers. The Employer will not be concerned and involved in the disputes about Service matters that may arise between the Service Provider and the server supplied by him to the Employer.

**Clause -19 Liability For Damages Caused By Servers :**

If the servers supplied by Service Provider cause damage to the property of office, wares /cables , pipe lines, records, articles or any moveable / immovable property due to their negligence, in competency, purposely or innocently, the Service Provider shall repair / reimburse or indemnify to the Employer for direct or remote damages caused by servers supplied by the Service Provider.

**Clause -20 Pre-Matured Closure of The Contract**

The officer who has entered and signed this contract may foreclose the contract if it seems that he is not able to complete the job as per the deadline then his contract will be forefoeited and will be handed over to the another contractor.

**Clause -21 Contract Non Transferable :**

This contract is non transferable and the Service Provider will not transfer or sublet to anybody else.

**Clause -22 Insurance of Servers/Workers/Service Providers/Sound material etc. :**

The service Provider shall be responsible for Insurance of Servers of all categories and all man and material to be used for the event. He will be responsible to take insurance of all servers likely to be deployed under this contract and employed by him on Employer's work against liabilities due to injury / death of such servers while on duty of Employer.

**Cluase-23 Compensation under the workman's compensation Act**

The contractor shall be responsible for and shall pay compensation to his workman payable under the workman's compensation Act 1923(VIII of 1923) here in after called the said Act for injuries caused to the workman. The contractor shall be responsible for and shall pay any expenses that may require to pay for providing medical aid to any workman who may suffer a bodily injury as a result of an accident.

**Clause -24 Measures for prevention from fire or short-circuiting**

The contractor shall take all steps to prevent fire and will provide the fire prevention machinery, fire extenguishers, bucket full of sand with stand as per actual requirement of the event area. The contractor shall not set fire to any standing or cutoffed jungle, trees, bushes of wood or grass. He will not keep kitchen/canteen in the event area at all. All the wiring/cable work shall be so laid that nobody is shortcircuited. All the cables/wires shall be laid underneath the ground before laying any carpet.He will keep sufficient number of MCCB/MCB switches. Minimum number of joints in cables/wires shall be kept, moreover joint shall be properly covered by insulating tape. All the wirse, cables and electrical accessories, illumination accessories etc.to be used shall be of ISI approved. Agency/contractor will be fully/sole responsible for any mishap occurred to man/material.

**Clause -25 Death or Insolvency of The Service Provider :**

If the contract is undertaken by the Service Provider as individual owner, the contract will come to an end in the event of death of Service Provider. In case the Service Provider is declared insolvent, the contract will come to an end. In case of partnership firm sole proprietor or, in case of death, if the remaining partner / legal heirs of sole Service Provider are willing to perform the contract for the remaining period of the same terms and conditions, they should communicate their consent in writing, in which case, the officer who has signed this contract on behalf Employer, may grant their request, if he is satisfied about the ability of applicants. When such request is granted, suitable subsidiary contract document will be executed.

**Clause -26 Bills And Payment :**

The Service Provider will produce the itemwise measurement sheet in two copies before dismanatalling his work to the authorized officer of VGEC for the checking of the bill/measurement. All service provider shall remain present up to the checking is completed. They will got it checked. The contractor will present the bill as per the measurement certified by VGEC.

**Clause -27 Settlement of Disputes And Arbitration :**

27.1 Appeal to Principal: Any dispute as to the matters arising pursuant to this contract that can not be settled amiably within 30 days after receipt of decision by the Principal of VGEC for the contractor's representation made by reference to this clause shall be submitted by the contractor to the committee headed by Vice Chancellor of GTU and Principal VGEC for settlement. The Principal shall convene the meeting of the Registrar, VGEC officer and the contractor where the contractor will be given an opportunity to present his case with production of documentary and oral evidence. The Registrar will be given the opportunity to give reply to the issues raised by the aggrieved party and to produce documentary and oral evidence to substantiate his submission. After hearing both the parties, the committee headed by Vice Chancellor will give reasoned decision within 45 days from the date of receipt of appeal by the contractor.

27.2 Arbitration : If the decision of the Vice Chancellor and Principal given under clause is not acceptable to the contractor, the dispute shall be referred within 90 days from the date of receipt of such decision or if no decision within specified time of 45 days is given by the Vice Chancellor then after expiry of 45 days, to the (1) The sole Indian Arbitrator appointed by Vice Chancellor under the " Indian Arbitration and Conciliation Act-1996.

27.3 In case of disputes leading by the contractor of GTU approaching to the court of law it shall be in Ahmedabad jurisdiction.

**Annexure-4.1****Special Conditions of Contract**

1. The item of the work to be installed or services to be rendered is given in Annexure-A
2. Time is the essence of the entire work to be executed as per para of scope of work. The contractor shall have to complete the entire work (job) as per Annexure-A of this contract and scope of work, on or before 18:00 P.M. of 14<sup>th</sup> March 2018. Failure in doing so will be considered serious and compensation to that effect shall be recovered from the contractor's bill or security deposit as it deemed fit by the VGEC and also appropriate legal steps will be taken up by VGEC. Joint visit of VGEC officers and contractor to inspect the completed work shall be done at about 18:00 P.M. on date 14<sup>th</sup> March-2018.
3. Relevant items as per Annexure-A shall be paid according to the rates shown in column 3 and 4 of Annexure-A and shall be subtracted or added or cancelled as per the quoted tender. Unit of the same is for the entire event to be completed on 14<sup>th</sup> March-2018 including all allied works and services.
4. The quality of the fabric and furniture shall be as approved by concern officer of VGEC.
5. In a case, if the progress of the work is not found in accordance with the instructions of the engineer and as per requirement then the contract will be terminated without any notice and the work shall be allotted to the another contractor as deemed fit by VGEC, Chandkheda.
6. Conditional tender shall not be accepted by the authority of VGEC.
7. Any damage or loss or reduction in quantity of any item/materials supplied/erected due to man or act of god shall be the sole liability/responsibility of the contractor. The bidders are advised to quote the rate keeping in mind the fact as above. No payment for any loss or missing shall be paid by the VGEC. The tendered is advised to take appropriate insurance for the same.
8. It is hereby clarified that the stage includes the steps for climbing except special steps which is included in the item separately, steps shall be covered by jute cloth, good quality cloth and covering cloth on both side.
9. The Cushions, bed sheets, carpet etc. must be provided neat and clean and of very good quality with the covers thereof shall be having been well washed and pressed.
10. This event is prestigious event of the University and it reflects the image of the University as a whole. All the items like Sound, furniture, crockery, cutlery supplied or provided or erected shall be of the highest quality and shall be in accordance with the approval of the Principal and officer of VGEC.
11. Immediately on issuing of work order the contractor shall take line out of the entire event from the VGEC officer and provide the total lay put plan in detail for all the activities to be performed as per Annexure-A. The work shall

be executed as per the plan approved by the VGEC authority. The contractor will work out the item wise quantity of material required to be used for the relevant item according to the line out given by VGEC officer and he will procure/cart the same to the event spot.

- 11.1 The authorized supervisor/wireman having the permit will remain present during the entire period of the use of the temporary installation.
  - 11.2 Alternative lighting arrangement like standby D.G.set shall be kept in working condition during entire program avoid any mishap in case of electrical supply.
  - 11.3 Fire extinguishers, sand bucket shall be kept ready and in working condition at conspicuous place to avoid fire hazard.
  - 11.4 Shock treatment charge shall also be provided at conspicuous place. Permission of TPL shall be obtained as the permanent service connection is to be utilized.
  - 11.5 After completion of temporary electrical installation for the works the contractor shall obtain the certificate of electrical inspector of industry department.
  - 11.6 The contractor/agency will be held fully responsible for any mishap if occurs due to electricity/short circuiting.
12. For management of traffic and fixing the banners, flex boards, sign boards etc. the contractor shall render necessary services and help.
  13. Item wise measurement sheet shall be prepared by the contractor and will be produced in 2 copies to the VGEC officer and shall be get checked in the presence of known supervisor of the contractor before dismantling of any item. One copy of the checked measurement sheet will be given back to the contractor for billing purpose.
  14. The quantities mentioned in the Annexure-A are for estimation purpose. Payment shall be made for the actual quantity of the relevant item. Payment shall not be made for quantities and items not executed. The contractor shall be paid as per actual quantity and rate mentioned in Annexure-A and as per quoted rates at the end of Annexure-A. The contractor has to quote the rate in % above/below of the total of Annexure-A. The rates shown in Annexure-A are for the entire event and scope of work per unit as shown in Annexure-A including transportation of all goods with all lead and lift, preparatory and testing. The rate shown in Annexure-A is inclusive of all taxes, transportation, fixing, erecting, dismantling and to keep all the services functional till the end of program/event of 16<sup>th</sup> March-2018. Skilled persons are to be employed for each services so that function continuous without any obstructions.
    - 14(a). The approved rates are for the first day of event. If the vent continues for more than one day then for the second day of function 40% of sanctioned rate of first day will be paid for that day, if the event continues after second day then for each day of function 15% of first day rental rates will be paid. For the items executed/supplied/used.
  15. Temporary electrical power supply from Torrent Company shall be occupied by the contractor. Payment of light bill will be made by VGEC.
  16. All the electrical wires/cables shall be laid underground or overhead to avoid any mishap.
  17. All switch gears, fittings & lamps with accessories etc must be ISI marked positively.
  18. Testing of all temporary arrangement will be given on 14<sup>th</sup> March 2018 at 06:00 P.M.
  19. **Declaration by contractor:**

I/We have properly understood all the provisions in the tender and agrees to follow without any query.

**Dated Signature of contractor**

I / We am / willing to carry out the work at \_\_\_\_\_ above / below \_\_\_\_\_ percentage (should be written in figures and words) above / below the estimated amount mentioned above. Amount of my / our tender works out as under.

Estimated Amount put to  
Tender Rs. \_\_\_\_\_  
Deduct \_\_\_\_\_ % Below.  
Net Rs. \_\_\_\_\_  
Rs. In words \_\_\_\_\_  
\_\_\_\_\_

Estimated Amount put to  
Tender Rs. \_\_\_\_\_  
Add \_\_\_\_\_ % Above.  
Total Rs. \_\_\_\_\_  
Rs. In words \_\_\_\_\_  
\_\_\_\_\_

**Notes:**

1. Rates quoted include clearance of site (prior commencement of work and at its close) in all respects and hold good for work under all conditions of site, moisture, weather, etc
2. See the special condition before quote.
3. Work is to be executed as per R&B civil, electrical specification.

## ANNEXURE-A

## Name of Work: Sound System and Sound related service for GTU Central Tech Fest-2018

S R N O	Sr. No.	Item of work	Unit	Quantities estimated but it may be more or less	Rate	Total amount according to Estimated Quantities	SECOND DAY CAHRGE (40% of first day)	TOTAL	Your rate per Unit	Total amount as per your rate as per quantity shown
1	1	Provideing Good qulity of sound system with 02 250 watt speakers with audio amplifier with 02 wired microphone, one cord less micro phone with battery inside and pen driver- USB facility.at site with proper wiring connection	01unit	60	1300	78000	31200	109200		
2	54	Hire charges for providing, erecting, testing and commissioning public address system / cultural/veliductory function programme 2 pair 3 way sound system having proper distribution of sound system having proper distribution of sound through out the fixed area comprising of the following (for one day) including 1000 watt speaker (06 nos stand-if required ),power amplier needed for sound system, necessary sound mixer,sound controller, cordless micro-phone-03 nos, wired microphone-04 nos., microphone stand,USB facility for pen drive with one operator	01 total Job	2	40000	80000	32000	112000		
3	4	Public annouciation system with speaker of 300 watt (06 speakers with installation arround college), nessary audio amplifier ,audio mixer, CD & DVD player with recorder/ pen driver- 1 no.at site with proper wiring connection	01 Job	1	30000	30000	12000	42000		
						188000	75200	263200		