HARCOURT BUTLER TECHNICAL UNIVERSITY KANPUR

(Formerly Harcourt Butler Technological Institute)

E-Tender No. HBTU/SPS/Convocation/2019 for EMPANELMENT OF TENT, DECORATION, LIGHT & SOUND SYSTEM AGENCY

Section I - Invitation for Bids

1.1. Introduction of the Project

Harcourt Butler Technical University, Kanpur, Uttar Pradesh, herein after referred as University for brevity, invites online e-Tenders from experienced agency to empanel them for the work related to tent, decoration, light & sound in Convocation.

The tender document with complete details of tender including amount of EMD, experience required, scope of work and terms and conditions can be downloaded from the website https://etender.up.nic.in

The cost of the tender document is Rs. 4500/- (Rupees Four Thousand Five Hundred Only) + 18%GST which has to be submitted separately alongwith bid document in the form of Demand Draft drawn in favor of **Finance Controller**, **Harcourt Butler Technical University**, **Kanpur**. Cost of tender is approximately **Rs. 27,00,000.00** (Rs. Twenty Seven Lacs) Including all taxes. The hard copy of the demand draft will have to be submitted in Registrar office of the University well before the opening of the technical bids.

The services required are :-

Tent, chairs, sofa, decoration, light and sound arrangement for upcoming Convocation.

1.2. Issuer of the RFP

The Registrar,

Harcourt Butler Technical University,
Kanpur (U.P.) - 208002
Phone No. 0512-2534001-05
E-Mail Id : registrar@hbtu.ac.in
Website: www.hbtu.ac.in
All proposals need to be submitted online through e-bidding process on or before the deadline for submission of proposals mentioned in the Key Events & Dates as per section 1.4. University shall not be responsible for any delay, Technical fault or non-receipt of the documents. No further correspondence on the subject will be entertained.

1.3. About the RFP Document

a. This RFP provides information regarding the eligibility criteria, scope of work, technical requirements and other related information to the Bidder(s).

- b. It details the General Terms & Conditions with respect to the e-Bid process management to be adopted for the proposed tender.
- c. The RFP contains the Agreement template outlining the contractual and legal terms & conditions applicable for the proposed engagement.
- d. As should be clear from the scope of the proposed project, University seeks a specific proposal responsive to this RFP in every respect and detail, rather than a mere compilation of materials and the Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Earnest Money Deposit (EMD).

1.4. Key Events & Dates

RFP Document is available at Uttar Pradesh Government Tender Information systems website: <u>https://etender.up.nic.in</u>

Sr.No.	Events	Date and Time	
1.	Uploading/Publication of Tender Document	08/11/2019, at 1500 hrs.	
2.	Downloading of Tender Document	11/11/2019, at 1500 hrs.	
3.	Pre-bid meeting	22/11/2019, at 1400 hrs.	
4.	Last date of bid submission	29/11/2019, at 1700 hrs.	
5.	Technical bid opening	30/11/2019, at 1200 hrs.	
6.	Seek clarification starts	08/11/2019, at 1500 hrs.	
7.	Seek clarification ends	21/11/2019, at 1200 hrs.	
8.	Earnest Money Deposit (EMD)	INR Rs. 27,500/ (Rs. Twenty Seven Thousand Five Hundred Only) is to be paid in the form of a Demand Draft drawn on any scheduled bank and payable at Kanpur, in favor of Finance Controller, Harcourt Butler Technical University, Kanpur.	

1.5. Amendment of RFP Document

At any time till one day before the deadline for submission of Bids, the University may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by amendment. All the amendments made in the document would be informed through the e-tender portal **https://etender.up.nic.in**. All such amendments shall be binding on all the Bidders. The Bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The University also reserves the rights to amend the dates mentioned in the **Section 1.4** of this RFP for Bid process.

Terms & Conditions

1. Eligibility Criteria is as per ANNEXURE-II

2. Submission of Bids

The Tender shall be accepted under e-tender system. The interested firms have to submit the Bid online in the prescribed format through e-procurement portal Uttar Pradesh Government Tender Information systems website: https://etender.up.nic.inonly. Tenders sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

- i. Bid: As per Performa the Bid should contain the following details:
 - a. Vendor's eligibility Criterion (As per the format given in Annexure-II)
 - b. Compliance Statement in respect of each item under Instructions to Bidder Work as per Annexure I, Undertaking By Bidder, and Menu-I as per Annexure-A, are to be categorical, self explanatory and duly signed and stamped by the bidder. Usage of vague terms like 'noted' shall lead to rejection of the bid. The compliance statement should be supported by authentic documentation as evidence for substantiation wherever applicable.
 - c. All pages of the Technical bid shall be numbered, indexed and the document shall be used as final for all purposes.
 - d. Demand Draft of Rs.27500/- submitted as EMD.
 - e. Tender Acceptance Letter signed by bidder with seal as per ANNEXURE-I.

3. Validity of Bid

- i. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by The University as non responsive.
- ii. The University may, as its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the validity of bid security provided shall also be suitably extended. However, modification in Bid will not be allowed at any stage.

4. Earnest Money Deposit

- i) EMD amount is to paid in the form of INR Rs. 27,500/ (Rs. Twenty Seven Thousand Five Hundred Only) which is to be paid in the form of a Demand Draft drawn on any scheduled bank and payable at Kanpur, in favor of Finance Controller, Harcourt Butler Technical University, Kanpur. The bid without EMD is liable to be rejected.
- ii) Without prejudice to any other right of The University the Earnest Money Deposit may be forfeited by The University:
 - a. if the Bidder withdraws his bid during the period of bid validity; or
 - b. in case the successful Bidder refuses to sign the Agreement; or
 - c. if the bidder fails to furnish the Performance Security.
- iii) EMD will be refunded to the unsuccessful bidders within thirty days from the date of issue of award letter to the successful bidder and no interest would be paid thereon.

5. Performance Security

The successful bidder shall be required to deposit performance security of amount Rs. 270000/- (Rs. Two Lacs Seventy Thousand Only) within 07 days from the award of contract. Performance will be discharged after completion of contractor's performance obligations under the contract. The above security deposit will be liable to be forfeited during the period of contract, in case breach of any terms and conditions of the

contracting contractor or failure to provide satisfactory services under the contract or loss results from contractor's failure and breach of obligation under the contract.

6. Acceptance/Termination of Bid

The University reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of The University action.

7. Evaluation

- 1. The University shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether documents have been properly signed and whether bids are generally in order. The tender evaluation committee will award points as per the table given in ANNEXURE II
- 2. If there is a discrepancy between words and figures, the amount in words shall prevail. Prior to detailed evaluation, The University will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of bid document without material deviation. A bid determined as substantially non-responsive will be rejected by The University.
- 3. The evaluation will be based on minimum rate quoted for the item shown in ANNEXURE-III and only those bidders will be considered who will secured more than 70 marks in Bid Evaluation Criteria shown in ANNEXURE-II.

8. Award of Contract

- a. The issue of a work order shall construe the intention of the University to enter into contract with the successful bidder.
- b. The successful bidder shall, within 07 days of issue of order, give his acceptance along with performance security and sign the contract with the University.

9. Signing of Contract

The signing of contract shall construe the award of contract to the bidder. Upon successful bidder signing the contract, the University shall discharge the bid security. Failure of the successful bidder to comply with the signing requirement shall constitute the sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the University may at its discretion award the work to other bidder or call for fresh bids.

10. Relaxation/Modification in tender: The University reserves the right to:

- a. Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of the University.
- b. Re-tender or modify the terms and conditions of the tender. It also reserves the rights to negotiate the rates with the selected bidder.
- c. Accept or reject any or all of the bids in part or in full, irrespective or their being the highest in ranking, without assigning any reasons.

11. Termination of Contract

The University may terminate the agreement at any time in the event of breach of any of the terms and conditions of Agreement or in the event of prosecution of the contractor or any of his/its employee or work force under Prevention of Food Adulteration act or any other law for the time being in force.

12. Downloading of Tender document:

The tender documents can be downloaded from Uttar Pradesh Government Tender Information system's website: https://etender.up.nic.induring the dates mentioned in Section 1.4 above.

13. Non-participation of near relatives:

Bidder should furnish the certificate of Non - Participation of near Relatives of The University Employees in the tender called for Engagement of Agency for providing canteen facility in The University.

The near relatives for this purpose are defined as,

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife
- (c) The one is related to the other in the manner as father, mother, son(s), &son's wife(daughter-in-law),daughter(s) & daughter's husband(son-in-law),brother(s) and brother's wife, sister(s) and sister's husband(brother- in- law).

14. Statutory Obligations

- a) The successful bidder/contractor will meet all the statutory requirements, obtain all necessary licenses or other approval, if any, required for running the canteen under the relevant acts and he will be responsible for all the consequences for not obtaining such licenses as required by the law from time to time and will have to submit the certified photocopy of the same to the University and Any other law(s), rule(s), regulation(s), guideline(s) etc. that may be introduced by the Central/State Government or Municipal/Local Self Government authorities subsequent to the date of this agreement also be complied with by the successful bidder.
- The Contractor shall keep the University indemnified from all acts of omissions, b) defaults, breaches and/or any claim damages, loss or injury and expenses to which the University may be put to or involved as a result of Contractor's failure to fulfill any of the obligations hereunder and/or under statues and/or any bye-laws or rules framed there under or any of them the University shall be entitled to recover any such losses or expenses which may have to suffer or incur on account of such claims, demand loss or injury from the Security deposit of the contractor without prejudice to its any other rights under the law. That the University will not be liable for any act or breach or omission by the contractor in regards to the statutory obligations whatsoever and shall in no case be responsible or liable in case of dispute, Prosecution or awards made by Court of Law or other Govt. agencies. In case of accident arising out of and in the course of this agreement, the University will not be responsible for payment of any compensation or under any other law. It will be the sole responsibility of the contractor for payment towards loss or compensation whatsoever. The person engaged by Contractor shall be treated, as Contractor's own employees and can claim no privileges from the University. The sole responsibility any legal or financial implication would rest with the contractor. The Contractor will be directly responsible for administration of his employees as regards their wages, uniforms, general discipline and courteous behavior.
- c) The Contractor will have to obtain general insurance against risk, fire accident for his belongings etc.,
- d) All the taxes/levies/fee charges payable to Govt. Deptt./Local bodies shall be paid by the contractor and no claim whatsoever should be recovered from the University.

17. Arbitration & Jurisdiction:

All disputes, differences, with respect to claims and demands arising under the contract shall be referred to the Registrar, Harcourt Butler Technical University, Kanpur for final decision and the same shall be binding on all parties. Any other terms and conditions mutually agreed prior to finalization of the order / agreement shall be binding on the bidder. All disputes arising shall be subject to the jurisdiction of Kanpur Nagar.

ANNEXURE-I UNDERTAKING BY BIDDER

To,

The Registrar Harcourt Butler Technical University, P.O.Nawabganj, Kanpur -208002 (U.P.)

Sub: Tender Acceptance letter Sir.

I hereby undertake as follows:

1. I have read and understood the entire tender document and all subsequent Addendums and Corrigendum issued in this regard will be acceptable to me and I agree to comply with the same.

2. An Inspection Team comprising of University authorities/authorized Committee or as nominated by the AUTHORITY may check services tent, decoration, light and sound to ensure proper quality.

3. In the event of any short-fall in respect of any of the item to be provided to any of the guest/University or deficiency of service will make me liable for termination of the contractor/and the Registrar, University can make suitable recovery from the Security Deposities or any breach of Contract.

On the......day of Month......2019

Signature of the Authorized Signatory of the Bidder with seal of firm

Signed in the presence of :-

(Signature)

(Name:)

Witness

1.....

2.....

ANNEXURE-II

Bid Evaluation Criteria					Relevant document
Sr.	. No.	Description of Criteria	Score (100	marks)	page number**
1		Credentials of Service provider Min. Average Annual Turnover Rs. 50,00000/- of the Firm/Individual/Company in last three financial years 2016- 17, 2017-18, 2018-19 (Enclose		50	
А		copy of audited balance sheet)	40	40	
в		Registration with various authority		10	
	i	Income tax	05		
	ii	GSTIN	05		
П		Operational Capacity and similar experience		50	
	i	Having experience doing similar type of work	30	30	
	ii	Having experience of doing arrangement of light, sound, tent more than 5 years	20	20	

Note: The firm/individual who scores equal or more than 70 marks, with lowest rate will be awarded with final contract. In case of tie in marks amongst the bidders, the tender committee (empowered) of the university will take a final decision on award of the contract.

**It is mandatory to mention the page number of relevant document

ANNEXURE-III

List of items required for Convocation. In case of increase of up-to 10% in any quantity will be adjusted in quoted price.

<u>Sr.No</u> .	PARTICULARS	UNIT	QUANTITY
1	GERMAN HANGER	SQ FEET	1 HANGER 100X200
2	TRUSS HANGER	SQ FEET	2 HANGER 100X100
3	MOJO BARRICADING	PER RUNNING FT	500 RUNNING FIT.
4	SOFA VIP SINGLE	PER PC	10
5	SOFA WOODEN VIP	PER PC	50
6	CHAIR PLASTIC	PER PC	1500
7	CHAIR VIP WITH COVER	PER PC	150
8	CHAIR MINISTER	PER PC	10
9	UNITEX RED 6X30 NEW	PER SQ FIT	200
10	UNITEX GREEN 6X30 NEW	PER SQ FIT	100
11	KALEEN 6X15	PIC	80
12	TABLE+ COVER+ FRILL	PER PIC	30
13	CENTER TABLE GLASS	PER PIC	15
14	COFEE TABLE MARBLE	PER PC	10
15	TRUSS WALL 10X 12	PER SQ FIT	300 RUNNING FIT
16	LED WALL P-3 LIVE PROJECTION IN LED WALL	PER SQ FIT	1- 10X 40, 2-10X10
17	PHOTOGRAPHY PROGRAME		4-52" SCREEN
18	TOWER AC	PER PC	4
19	SILENT DIGI SET 125 KVA WITH OIL	PER PC	3
20	LED PARCAN	PER PC	150
21	LED JHALAR	PER PC	10
22	SODIUM	PER PC	90
23	HALOGAN	PER PC	20
24	AMBROTT FAN	PER PC	50
25	*SOUND SYSTEM SHURE WITH AMPLIFICATIN 10 TO AND 6 BASS. SMALL+ SHURE SM-5 *BASS STAND POD 6 SHURE. *PD SHURE.*CASTING MICE. *JBL VERTEX 4889.*6 MONITOR 9VRS-915. DIGITAL CONSOLE. NEW SC 48	PER UNIT	1 SET UP
26	COV LIGHT	PER PC	50
27	NATURAL FLOWER GARDEN	PER SEQ FIT	4X60

28	Q-MANAGER	PER PC	40
29	STAGE STURRNIG	size	50X40
30	FLOWER DECORATION GATE,ENTRY PASSAGE		100'x8'
31	SWISS CORTEGE FOR VVIP (GREEN ROOM)	1	1
32	LABOURE AND TRANSPORTATION		
33	MOBILE TOILET	PER PICE	4
34	GATE		2

FORM-I

AGENCY DETAILS

(Including performance records, financial viability etc.)

- 1. Name of Agency (Copy to be enclosed) :
- 2. Status of ownership of the firm(Proprietary/Partnership/Company) (Copy to be enclosed)
- 3. Registration No. for Catering Services (Municipal Corporation)(Copy to be enclosed):
- 4. GST Registration No. (Copy to be enclosed) :
- 5. PAN Number (Copy to be enclosed) :
- 6. Income Tax A/C No.
- 7. Tin Number of the Agency (Copy to be enclosed) :
- No. of Manpower (Qualified, Skilled and Unskilled) Available with the firm as on date asper the Master Rolls. (Copy to be enclosed) :
- 9. Telephones Nos. :
- 10. Residential Address :
- 11. Experience (Years) :
- 12. Minimum annual turnover of Rs. Five Lac in a year of last two years (supporting document to be enclosed).
- 13. List of Major Clients(Enclose copy of Orders/Contractors :Alongwith Items Details, Performance Report)
- 14. Any Other Information/Documents which may help In assessing Tender's Capabilities for award of contract
- 15. Registration certificate in Food department

Signature of the Contractor

Name/Firm_____

Address_____