## SHORT TERM TENDER

## Hiring of agency for providing of chairs/sofa, lighting and sound, stage decoration and etc arrangements for 4<sup>th</sup> university convocation on 22.08.2019

The Registrar of the University invites sealed tenders from any interested Event Management Company/Agencies as per the details below:

Sr.	Particulars	Tender	EMD
No.		fees	
1.	Hiring of agency for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4 <sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall of the University as per Annexure-I.	Rs 2500/-	Rs 25000/-

Tender document for Hiring of agency for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation will be available in the office of the Finance Controller on all working days from 02/08/2019 to 09/08/2019 at the cost of Rs. 2500/-only.

The complete tender form along with EMD in the form of Demand Draft of any Nationalized Bank only in favour of Finance Controller, M M M University of Technology, Gorakhpur should be properly covered sealed and super scribed "Hiring of agency for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall of the University" on envelop and send it by post or hand it cover in person so as to reach in the office of the Registrar of the University on or before 3.00 PM on 09/08/2019.

The tender will be opened on the same day in presence of the tenderer if possible. Tender without EMD and valid tender document shall not be entertained.

The right to reject any or all tender without giving reason is reserved. The validity of the tender shall be for one year from the date of opening of the tender form.

### Last Date of Tender: 09 August 2019 at 3:00 PM Date of Opening: 09 August 2019 at 4:00 PM

Sd/-Registrar

Copy to:

- 1. PA to VC for kind information to Hon'ble Vice Chancellor Sir
- 2. Officer In Charge website for publishing this document on University website

#### **TENDER FORM**

This tender is issued to Shri./M/S.\_\_\_\_\_of

\_\_\_\_\_\_tender fees Rs. 2500/- received vide receipt//DD No. \_\_\_\_\_\_

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

Date:

Sd/-Registrar M M M University of Technology Gorakhpur

#### **On Letter Head of Working Agency**

To, Registrar M M M University of Technology Gorakhpur

Sir

I, the undersigned Shri/M/S \_\_\_\_\_

hereby enclose the offer for Hiring of agency for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall of the University as per "Annexure-I" and also agree with the terms and conditions attached with this tender document as attached.

Signature of the Tenderer along with the rubber stamp

Place: Date: The work for hiring for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall shall be as under:

- 1. It will be the duty of the Agency to see that the Tent, Sound System, Lights and other Equipments pertaining to as mentioned in Annexure I, should be up to the mark and branded and the agency should also have a backup system in-case of any technical failure of any of the equipments.
- **2.** It will also be the duty of the Agency for providing proper Electrical, Sound System along with an operator and technician who will be present at all time from the start of the event till the end of the event.
- 3. It will also be the duty of the Agency for replacing any faulty equipment on the spot and not causing hindrance to the ongoing function. All the Lights and Sound System should be checked one day prior to the function and to the satisfaction of the University and its officials.
- 4. Flowers and other material used for the decoration of stage and venue must be of good quality and fresh.
- 5. Material and equipments used must be of good quality and unspotted.

#### I. TECHNICAL QUALIFICATION:

- The Agency should preferably have requisite minimum two years experience and professional in organizing Events and handling Tent, Sound System with Lights etc. and should also have done two (2) such type of events for the Government. Agency must have experience in organizing VVIP events.
- 2) Confirmation to be given by Agency for technical inputs to be provided in terms of handling the Tent, Sound System, Lights and decoration of the venue as well as stage for the Event.
- 3) To co-ordinate for the event as per the direction of the University and its officials.
- 4) To arrange all the items as mentioned in Annexure -I.

#### II. FINANCIAL BID:

- 1) All the Expenditure pertaining to hiring of above mentioned work shall be borne by the Agency including all expenditure on arrangement related, Tent, light, sounds and transportation etc. and items as mentioned in Annexure I.
- 2) Agency shall give EMD of Rs. 2500.00 and if required will have to give a bank guarantee as directed by the officials, which shall be required to carry out the works related to Hiring of work as mentioned in documents.
- 3) The Vice Chancellor of the University shall have the right to accept/reject any or all offers without assigning any reasons whatsoever. The Vice Chancellor of the University can accept OR reject the financial bids without assigning any reason and decision of the Vice Chancellor will be final and binding in this regard. In case of any ambiguity while comparing the rates offered by the bidders, The Vice Chancellor of the University reserves all the rights to decide on the issue of identifying selected bidder.

#### III. Force Majeure

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions quarantine restrictions, strikes, lockouts or act of God (herein after referred to as events) provided notice of happenings, of any such eventually is given by party either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance, or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Hon'ble Vice Chancellor MMMUT, Gorkahpur will be final and conclusive.

#### IV. Arbitration

- (a) If a dispute of any kind whatsoever arises between the MMMUT and the bidder in connection with, or arising out of, the Contract or the execution of the works or after their completion and whether before or after the repudiation or other termination of the contract, including any disagreement by either party with any action, in action, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.
- (b) The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be completed, provide always that the obligations of the M M M University of Technology, Gorakpur and the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works, payments to the bidder shall be continued to be made as provided by the contract.
- (c) Arbitration proceedings shall be held at Gorakhpur and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) All arbitration awards shall be in writing and shall state the reasons for the award.
- (e) Penalty/Liquidate Damages shall not fall under the Arbitration clause.

#### V. Cancellation / Postponement of Programme

In case the organising of the Event is cancelled or postponed due to any reason, no claims shall be made by the bidder on the University.

#### VI. Performance Guarantee

- (i) The selected bidder shall submit Performance Guarantee / Demand Draft equal to 10% of the contract price to the Office of Registrar at the time of award of work and shall be issued as per the given format and shall be issued from any Scheduled Bank.
- (ii) The performance guarantee shall be valid for the period of contract and which will be released after successful and satisfactory completion of the work assigned.
- (iii) If the selected bidder fails to remit the performance guarantee, the EMD remitted by him will be forfeited and his bid will be held void.
- (iv) Format of Performance Guarantee will be provided to the shortlisted bidder along with the LOI.

#### VII. REJECTION OF BIDS

The Bid will be considered Non Responsive and summarily rejected in case it does not fulfill any one or more of the following conditions:-

- a). If Bid processing fees is not enclosed.
- b). If EMD is not provided by the bidder.
- c). If the bidder tries to put any influence.
- d). If the bidder furnished false information.
- e). If the Authorised Signatory has not signed with official seal on all pages of the bid document.
- f). Any bid received by the University after the bid due date/time prescribed in the Tender Document shall be rejected.
- g) Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.
- h).Bids shall remain valid for 90 days after the date of Bid opening prescribed by

the University. A Bid valid for a shorter period shall be rejected as non-responsive.

#### VIII. CRITERIA FOR SELECTION OF BIDDERS

- 1. The agency who quotes lowest in the financial bid shall be eligible for award of work after technical evaluation.
- 2. The Technical Selection shall be evaluated as per the following evaluation criteria:
  - a. Experience of working with at least One PSU's/Govt. Sector/Reputed Private Sector during last 3 years.
  - b. Relevant experience of organizing at least two similar Exhibition/Festival/Event/Entertainment/IEC Projects during last 3 years (with Govt./PSU's/Private)
  - c. At least 2 similar assignments executed with value of more Rs. 10.00 Lakh including projects like Exhibition, Foundation day/Jubilee celebration/functions, Award function, Product launches and other entertainment project for PSU/Govt. bodies/ Reputed Pvt Sector, in last three years.
  - d. Financial turnover of the company should not be less than **Rs.50.00 Lakhs** each during last three financial years. CA Certificate along with complete financial statements to be submitted.

#### GENERAL TERMS AND CONDITION:

- 1. The rate(s) quoted should be strictly for University and operative for supply orders issued by the Registrar.
- 2. Any other taxes, etc. payable will be the responsibility of the Agency and will be deducted from the bill by the department.
- 3. GST as applicable has to be paid by the Agency.
- 4. All the Taxes/duties/royalties charges payable on the sale/ transport etc. within and/or outside the State, the supplier shall be responsible for thesame.
- 5. No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.
- 6. The rates should be quoted only for the items specified in list of requirements and should be for the items of given specifications confirming to the standard(s) requirements of the given specification/ mark/ manufactures.
- 7. Rates quoted for items other than the specification mark/manufactures will not be considered. However, indigenous manufactures may quote their own makes providing specific/ mark/manufacturers.
- 8. Where specifications/ mark/manufacture are not specified by this office the rates should be quoted only for the standard quality showing the specification in tender.
- 9. The decision of the Tender Inviting Officer for acceptance rejection of any item mention including the decision for equivalent specification, standard and quality etc. of articles shall be final.
- 10. The Agency should enclose E.M.D. of **Rs. 25000.00** with tender as Earnest Money Deposit by drawing a Demand Draft of any scheduled Bank in favour of Finance Controller, M M M University of Technology, Gorakhpur. Tenders received without Earnest Money will be summarily rejected.
- 11. The amount of Earnest Money paid by the Agency in form of EMD and whose tenders are not accepted, the Demand Draft will be refunded to them by the Tender Inviting Officer.
- 12. Only on satisfactory completion of the supply order, the amount of Security Deposit or Earnest Money deposit will be refunded after expiry of guarantee period, if any or any such date/ period as may be mutually agreedupon.
- 13. The Registrar will consider extension of item for remitting the Security Deposit as demanded. However, in case of denial to consider such extension the supplier is bound to abide by the limit given and liable to make good any loss to the Government on account of his failure to abide by the limit.
- 14. The work of as per tender document if found of inferior quality/ standard or of different specifications after then that ordered/ specified and / or incompletes or torn articles will not be accepted. The agency will have to replace the same at his cost and risk. However, if no communication is done then the Tender inviting officer will not be responsible for any damage, loss etc. of such rejected articles.
- 15. In case of failure to replace the accepted and rejected work from the Agency made, as mentioned in the conditions, the loss undergone to the University will be recovered from the Agency from security deposit/ earnest money or payment due of any bill (s) to the extend required.
- 16. In case of failure to do the work for *hiring for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall ordered for as per conditions and within the stipulated time limit, the same articles will be obtained if required from the Agency who offered next lowest rates or from any other sources, as may be decided by the Tender Inviting Officer and the loss to the University on account of such purchases shall be recovered from the former supplier from security deposit/ earnest money deposit or bill (s) payable. The Agency shall have no any right to dispute with such procedure.*

- 17. If at any time after the order for the work of *hiring for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall the Tender Inviting Officer shall for any reason what so ever not require the whole or part of the quantity as per specification in the order the Tender Inviting Officer shall give notice in writing to the supplier who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which the supplier might have deprived from the supply of article in full quantity of articles not having been purchased not shall have any claim for compensation by reason of any alteration having been done in the original instructions which shall involved any curtailment of the supply original contemplated.*
- 18. The Earnest Money/ Security Deposit(s) paid by the Tender earlier against any tender(s) or supply order(s) is/are not adjustable with EMD or Security Deposit required by these conditions.
- 19. All bills should be in TRIPLICATE and should invariably be mention the number and date of supply order.
- 20. Each bill in which GST is charged must contain the following certificates on the body of the bill. 'CERTIFIED' that the goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the amount charges on account of the S.T. on these goods is not more than what is payable under the provisions of relevant Act or the Rules made there under.
- 21. If possible the tenders will be opened in presence of Tenderer or their representative if any present in the office of the Tender Inviting Officer.
- 22. The right to accept or reject without assignment any reason any or all tenders in part or whole is reserved with the Tender Inviting Officer and his decision(s) on all matters relating to acceptance or rejection of the tenders as a whole or in part will be final and binding to all.
- 25. The tender offer received which do not confirm with the terms and conditions of this office will be summarily rejected. However, if any firm desire to consider exemption from payment of Earnest Money Deposit certified copies of its Registration with DGS&D should

be attached with their tender.

- 26. The Agency whose tender is accepted fails to execute the work order within stipulated time the EMD of such tender will stand forfeited to the University and for that the supply shall stand terminated with no further liabilities on either party to the contract.
- 27. No Separate agreement will be required to be signed by the successful Agency for the work of the contract for supply. Rates tendered/offered in response to the concerned tender/quotation notice shall be considered as acceptance of all legal purpose.
- 28. The actual required commodities may increase or decrease. You are required to take the advice of Registrar and convener, Pandal and MPH Committee before providing necessary arrangements.
- 29. Since the chief guests are Hon'ble Governor and Hon'ble Chief Minister of U P Government. Therefore working agency has to provide all the items and services according to the necessary official protocol. Hence working agency will be responsible for maintaining the official protocol and the quality of the arrangements and etc.
- 30. All the job work must be completed with all respect on or before 21<sup>st</sup> of August, 2019 up to 01 PM with all satisfaction and positivity.
- 31. The tender Notice is also available on Website <u>www.mmmut.ac.in</u> which can be viewed and the copy of the Tender can be collected from the Office of the Finance Controller and rate can be offered by interested agencies/supplier/manufacturer.

The above conditions are accepted and are binding to me and my assignee.

Signature of the Supplier Date:

**Sd/-**Registrar Tender Inviting Officer

NOTE: Please return the copy of the conditions duly signed along with your tender/quotation.

# **ANNEXURE -I**

**Name of Work:** Hiring for providing of Chairs/Sofa, Lighting and Sound, Stage Decoration and etc arrangements for 4<sup>th</sup> University Convocation on 22.08.2019 at 10:00 AM in the Multi Purpose Hall shall be as under:

Sr.	Particulars	Qty	Unit	Rate per unit	Amount	
No. I	Work Required at Multi Purpose Hall, University Gate and at residence of Vice chancellor					
1.						
1.	Swiss Cottage with complete plumbing	As per				
	work, AC and etc	requirement				
	Flower Decorations		_			
1.	Flower decoration on stage	Job				
2.	Flower decoration at University Gate					
3.	Flower decoration at residence of Vice Chancellor					
4.	Flower decoration at entrance of MPH					
II	Other Work at MPH					
1.	Matting (used but clean and unspotted)	As per requirement				
2.	Matting (unused clean and unspotted)	As per requirement				
3.	Cushioned chair with cover	550	nos			
4.	Sofa	60	nos			
5.	View Cutter (This is required for MPH	As per				
	and Hon'ble VC sir Residence)	requirement				
6.	VIP Sofa for stage with centre Table	As per requirement				
7.	AC (Cost as per Ton) with power backup	As per requirement				
8.	Preparation of two small stages for media	Job				

	persons and other activity			
III	Providing of Sound System with Technician and Operator for 22.08.2019 as per details mentioned			
	below at MPH			
1.	JBL Flying Sound System	6	Job	
2.	JBL 728 Bass Speaker	6		
3.	JBL 725 Mid Top Speaker	4		
4.	Stage Monitor Speaker	4		
5.	Power Amplifier	5		
6.	24 Channel Digital Live Mixer	1		
7.	Cordless Mic	6	Included above	
8.	Wired Mic	6		
9.	Collar Mic	4		
10.	Mic with Podium	2		

IV	Providing of Light and Trussing with Technician and Operator for 22.08.2019 as per details mentioned			
	below	_	_	
1.	Sharpie Light	6	Job	
2.	Led Par	10		
3.	Par 64 (Warm Light)	8		
4.	Blinder Light	4		
5.	Laser Lights	2		
6.	Mirror Ball	1		
7.	Trussing (Aluminum Goal Post) of size 50 x 24	1		
8.	Noiseless Diesel Generator set with Operator for Hon'ble VC sir Residence	As per requirement		
		-	Total Rs.	

Signature and Stamp of Agency