


 Surajkund Mela Authority	<p style="text-align: center;"><u>E Tender</u> <u>Leasing of space for</u> <u>Amusement rides.</u></p>	 HARYANA TOURISM
<p>E-Bids are invited for leasing of space for installation, operation and Management of Amusement Rides during 38th Surajkund International Crafts Mela scheduled to be held from 7th to 23rd February, 2025 at Surajkund, Faridabad (Haryana).</p> <p>The E-Bids submission end date and time is 13.12.2024 upto 11.00 AM and e-bids will be opened on 13.12.2024 from 02.00 PM onwards. E-Tenders documents along with scope of work, eligibility criteria, General Terms & conditions are available on www.haryanaturism.gov.in and http://etenders.hry.nic.in in for online e-Tender. Managing Director, HTC reserves the right to accept or reject any or all bids without assigning any reasons.</p> <p style="text-align: right;">Issued by Managing Director, Haryana Tourism Corporation Limited</p>		

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Key Information

Date of publication of e-Tender	06.12.2024
Download start date & time of e-Tender document	06.12.2024
E-Tender end date & time (online)	13.12.2024 upto 01.00 PM
Opening of E-Bids (Online)	13.12.2024 at 02.00 PM
Website to download E-Tenders document	www.haryanaturism.gov.in and http://etenders.hry.nic.in

Schedule of Processing Fee and EMD

Processing Fee to be charged by NIC (Non-refundable)	Rs.1000/-+ GST @18%= Rs. 1180/-
Tender Fee (Non-refundable)	Rs.2000/-+ GST @18%= Rs. 2360/-
EMD (Refundable)	Rs.5,00,000/-

Schedule for Reserve Price, Minimum Turnover and Work done

(Figures in lacs)

Annual Average turnover during last three financial years i.e. upto 2023-24	Reserve price + GST as applicable	Experience of having successfully completed similar works during last 3 years upto 2023-24		
		Three similar completed works costing not less Or	Two similar completed works costing not less Or	One similar completed works costing not less
60.00 Lakh	Rs.125.00 Lakhs + GST as applicable	20.00 Lakhs (Each)	30.00 Lakhs (Each)	60.00 Lakhs

Information Regarding Online Payment of Tender Document, e Service (Processing Fees) & EMD

1. The Bidders can download the tender documents from the Portal : <https://etenders.hry.nic.in> and <https://haryanaturism.gov.in>
2. The Bidders shall have to pay for the Tender document, EMD Fees & e-Service Fee (Processing Fees) online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee (Processing Fees) can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments, Home page of the e-tendering portal <https://etenders.hry.nic.in> may be referred.

Note: -If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.

1. Tenders not accompanied with the prescribed EMD/Cost of Tender shall be rejected. EMD/Cost of Tender shall be in the prescribed mode of payment as asked in the NIT; otherwise, the tender shall be liable to be rejected.
2. The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid). The bidders shall quote the prices in price bid format.
3. Submission of bids will be preceded by submission of the digitally signed and sealed bid (hash) as stated in the time schedule (key Information) of the tender.
4. The Tenderer can submit their tender documents (Online) as per the dates mentioned in the key Information

Instructions to bidder on Electronic Tendering System

1. E-Tenders (**Online Bids**) are invited from the Bidder for Providing Services for **38th Surajkund International Crafts Mela 2025** to be held from **7th February to 23rd February 2025** at Surajkund, Faridabad, Haryana strictly on conditions mentioned in Tender document.
2. **Registration of bidders on e-Procurement Portal:-**All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic>. in Please visit the website for more details.
3. **Obtaining a Digital Certificate:**
 - a) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
 - b) A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>.
 - c) Tenderers may contact for any support regarding tender submission / obtaining digital signature etc. at following nos. / email ids:- E - mail: support-eproc@nic.in OR eproc.nichry@yahoo.com Help Desk: 0120-4001002, 0120-4200462, 0120-6277787, 0172-2700275
 - d) The prospective Bidder may also contact Haryana Tourism for any query/ process regarding e-tendering. Contact

Head Office	0172-2702955-57 Mob: 9417441127, 9417111072
Surajkund Mela Secretariat	Tel:0129-2513000/ 2988666 Mob: 8816040444, 9818590913

- e) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt the data and sign the hash during the stage of bid preparation & hash submission. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- f) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no- objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- g) In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm / company. The

procedure for application of a digital certificate however will remain the same for the new user.

- h) The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.
 - i) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>.
 - j) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in> and click on the available link 'How to .?' to download the file.
 - k) Before submitting tenders the instructions may be read carefully regarding submission of tender. If any bidder finds discrepancies or omissions in the tender documents or is in doubt as to the true meaning of any part, he shall clarify same from tender issuing office in writing before the due date of submission of the bid. No arguments on this account whatsoever shall be entertained after the last date & time of submission of tenders.
4. **Opening of an Electronic Payment Account** : Tender document can be downloaded online. Bidders are required to pay the tender documents fees online using the electronic payments gateway service.
 5. **Pre-requisites for online bidding** : In order to bid online on the portal <https://etenders.hry.nic.in> , the user machine must be updated with the latest Java. The link for downloading latest java applet is available on the Home page of the e-tendering Portal.
 6. **Online Viewing of Detailed Notice Inviting Tenders : The bidders can view the detailed**

N.I.T and the time schedule (Key Information) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

Download of Tender Documents : The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in> or <https://haryanaturism.gov.in>

7. **Key Dates :-** The tenderers can submit their tender documents (Online) as per the dates mentioned in the Key Information. The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders. If bidder fails to complete the Online Bid Submission stage on the stipulated date and time, his/her bid will be considered as bid not submitted, and hence not appear during tender opening stage.
8. Bid Preparation (Technical & Financial) Online Payment of Tender Document Fee, eService fee (Processing Fees), EMD fees of online Bids:
 - a) The bidders shall have to pay for the Tender document fee, EMD fees & eService Fee (Processing Fees) as per the details mentioned in Key Information online by using the service of secure electronic payment gateway. The secure electronic payments gateway is an online interface between contractors and online payment authorization networks. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards

- & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT. For online payments guidelines, Home page of the e-tendering portal <https://etenders.hry.nic.in> may be referred.
- b) The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid) in the part-I (Technical envelope). The price bid shall be submitted in separate part-II format supplied by authority online. The committee members shall open only the part-I on schedule date of opening of technical bid. As per system settings, Part-II cannot be opened on that date.
 - 8 If the tenders are cancelled or recalled on any ground, the tender document fees & e-service fee will not be refunded to the agency. However, EMD shall be refunded.
 - 9 Bidder shall ensure that payment shall be made at least 2 days prior to last date of submission of the bid.
 - 10 Rates shall be quoted by the tenderer in the format supplied by HTC. No deviation in terms shall be allowed.
 - 11 Earnest money deposited by the unsuccessful tenderers will be refunded. In the case of successful tenderer, earnest money will be converted in the form of Security Deposit and it will be forfeited in case the successful tenderer refuses to accept the award of contract or fails to complete the required formalities and fails to deliver the work assigned within the specified and permitted time. The security will be refunded only after the Mela is over provided there is no contravention in running of the contract and no violation of the terms and conditions of the contract.
 - 12 The bidder can revise his price bid any number of times but only before last date of submission of bid. All previous quotes are deleted & only the latest price

- quoted is visible to the purchasing authority on date of opening of price bid.
- 13 The bidders shall observe the highest standards of ethics during the submission of tender and execution of the contract. In case of evidence of cartel formation by the bidder(s) EMD is liable to be forfeited.
 - 14 The bidder shall bear all costs of bank charges, if any, associated with the preparation and submission of his bid and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
 - 15 Any addendum/ Corrigendum/ cancellation/ erratum of tender can also be seen in the said Website
 - 16 Managing Director, HTC reserves the right to cancel the NIT or to change qualifying requirement or to reject any or all the tenders so received without assigning any reason.

ELIGIBILITY CRITERIA

1. The Bidder/ Company/Firm/Agency/Service provider should be Proprietorship Firm/Company/ Cooperative Society registered under Central Act/ Act of Haryana/ Companies Act, 2013 or Indian Partnership Act.1932.
2. Must be registered with relevant copies of registration:
 - a) Income Tax Department. (having PAN number)
 - b) GST
3. Average turnover & Experience as per **Schedule of Eligibility Criteria mentioned at Page No. 5**
4. The Bidder should have three years experience of similar nature work in events/fairs /festivals.
5. The Service Provider/Agency should not have been blacklisted by any Government/ Semi-Government Department or PSU/ institution /corporation /federation and not connected to any firm who has been so blacklisted in the past five years. An affidavit in this regard duly notarized on stamp paper of Rs.100/- is required.

Note :- All the above mentioned required registrations/ licences must be valid on the date of publication of this tender and in case any of registrations/licence is under renewal, the same must be completed before the award of the contract. Requisite self attested copies of documents as proof with reference to above eligibility criteria.

TEHCNICAL E-TENDER BID FORMAT

S.No.	Particulars	Details
1.	Name of the Bidder/Tendering Company/ Firm/Agency/Service provider.	
2.	Full Address of the Registered Office with Proof	
a)	Telephone No. & Mobile No.	
b)	Fax No.	
c)	Email address	
d)	Website (if any)	
3.	Address of Correspondence with Proof	
a)	Telephone No. & Mobile No.	
b)	Fax No.	
c)	Email address	
d)	Website (if any)	
4.	Detail of Contact Person	
a)	Name of Contact Person	
b)	Mobile Number of Contact Person	
	Passport/Adhaar Card/Driving License/Voter Card Number (any One)- Attach Documentary Proof	
5.	Whether Proprietorship/Partnership/ Private Limited/ Limited or any other (Documentary evidence should be attached as Proof)	
6.	Valid PAN No. & Year (Documentary evidence should be attached as Proof)	
7.	Valid Goods & Service Tax Registration No. & Year (Documentary evidence should be attached as Proof) The bidder will have to provide GST No. (PAN INDIA) for providing the services during the Mela.	
8.	A proof should be submitted showing an experience for hiring the stall on leasing or setting up stall in Mela.	

S.No.	Particulars	Details							
		Year	Turnover (In lacs)						
9.	<p>A Certificate may be submitted for Average Turnover for the last three Years i.e. 2021-22, 2022-23 & 2023-24 duly Audited by the Chartered Accountants. The Following Proofs are to be enclosed herewith</p> <p>a) The balance-sheets duly audited by a Chartered Accountant to be attached.</p> <p>b) In case of Proprietorship firm copies of ITRs for the last three Assessment Years i.e. Years i.e. 2021-22, 2022-23 & 2023-24.</p>	<table border="1"> <tr> <td>2021-22</td> <td></td> </tr> <tr> <td>2022-23</td> <td></td> </tr> <tr> <td>2023-24</td> <td></td> </tr> </table>	2021-22		2022-23		2023-24		
2021-22									
2022-23									
2023-24									
10.	<p>The Bidder should not have been blacklisted by any Government/ Semi-Government Department or PSU/ Institution / corporation / federation and not connected to any firm who has been so blacklisted in the past five years. An affidavit in this regard duly certified by the Bidder should be submitted.</p>								
11.	<p>The details are to be submitted by the bidder in the technical bid as per the Annexure-C</p>								

I/We hereby declare and certify as under:-

1. That I/We have gone through the tender documents read and understood all the Terms and Conditions and therefore, agree to abide by the same.
2. That I/We have gone through the tender documents containing the scope of work, quantity, specifications, general terms and conditions and the specific terms and conditions mentioned at the bottom of each individual item in the enclosed schedule.
3. The company has technical & financial resources to provide services & have a contingency plan to meet manpower/equipment requirement in Fairs/Festivals/Events etc.
4. The company abides by the prevailing Labour laws, statutory obligations & Law of land.
5. That, I /We understood that Initially Technical Bid will be opened and short listing will be made on the basis of Technical eligibility criteria. Financial bid of only those applicants will be opened who will be found technically qualified as per Technical eligibility criteria given in the tender document.
6. It is further certified that the submitted tender is unconditional and strictly as per the schedule.

Signature of the authorized representative

Name (in Capital letters)

Seal of the Bidder/Company/Firm/Agency/Service provider

Section III

Tender PROCESSING & EVALUATION

The Selection of Bidder will be on the basis of H-1 of those Bidder/ Company/ Firm/ Agency those have qualified Eligibility Criteria and more than reserve price.

Scope of Work

**The bidder has to install amusement and adventure activities.
The details are to be submitted by the bidder in the technical bid
as per the Annexure-C**

S.N.	Item	Location	Size	Period	Reserve Price + GST
1.	All amusement activities as per Annexure-C	Adjoining Gate No.1	As per MAP	7 th -23 rd Feb 2025.	12500000/- + GST as applicable.

Specific Terms & Conditions

1. The Licensee/ operator must ensure deployment of highly technically qualified staff for their day to day operations. All the staff on duty must wear proper identifiable colour coded uniform with cap.
2. As regards, minor mechanical aspects in operation of these rides, the decision of Jhulla inspection committee in terms of overall safety of visitors will be final and binding on the licensee. NO RIDE, WHAT SO EVER, WILL BE ALLOWED TO OPERATED, IF IT IS CONSIDERED DANGEROUS BY JHULLA INSPECTION COMMITTEE FOR VISITORS
3. Only those non-mechanical & mechanical Amusement & Adventure activities would be allowed to be operated, which are specifically permitted by HTC/SKMA in writing, which are having fitness passing test certificate alongwith manufacturer's certificate also. In addition, prospective bidder is required to attach photograph of each Jhulla/Rides etc. Any Tender Document without having these photos may be rejected out rightly.
4. The bidder will ensure full-proof barricading of his area so that to ensure stoppage of trespassing under intimation to the o/o Executive Engineer, HTC/ Nodal Officer, SICM and as per his entire satisfaction.
5. The bidder will ensure adequate fully operational office space with Computer, Printer, Copier& Internet facility for the "Jhulla Inspection Committee" constituted by the District Administration Faridabad for smooth operations of the committee.
6. The Licensee and Operator have to ensure running these risk free Adventure and Amusement rides especially for children.
7. The operation of these non-mechanical Amusement & adventure rides as subject to fitness test on day to day basis
8. The Licensee & Operator have to ensure compliance of third party Insurance of requisite value of all the rides/ games.

9. The Licensee will take necessary steps to ensure safety of the users of the rides/machines/swings and visitors in the area and will be solely responsible for the same during the license period. Only that number of rides/swings/machines will be permitted as will ensure free flow of the visitors in the specified area. The Licensee will obtain Insurance cover in advance through a nationalized Insurance Agency in order to cover entire public liabilities which are required for running Amusement and Adventure activities. A copy of the insurance cover, duly self-attested, will be submitted to the authorized officers of the Licensor in advance and the original will be shown as and when required.
10. The Licensee will be solely responsible for any loss of life OR injury to any organ resulting into permanent/temporary disability during the ride on the amusement activity/Jhulla/swings/rides/adventure sports/mechanical parts or parts thereof and the same will be indemnified forthwith on being assessed by the Licensor/court of law/any other legal body. In case of any offence on the licensed premises, the sole responsibility will lie upon the licensee for any penalty by any court of law or consequences thereof. The expenses of full medical treatment or ex-gratia in case of accident and resultant casualty/death will be borne by the Licensee only.
11. The bidder can install fun games, small rides amusement activities for kids.
12. The Licensee would specifically mention on the tickets of amusement park its cost as well as the taxes (as applicable) levied on the ticket. The licensee would print the tickets with logo/design as prescribed by the authority.
13. The Licensee before the commencement of business will obtain valid necessary certification/licenses/approval etc. that may be required to be obtained from any local authority/authorities besides executing the above said agreement.

14. The possession of the site will be given before the start of the Mela by the authorized representative of the Licensor but after the signing of the Agreement by the licensee. It is agreed that in case of breach of any of the terms of the license or default in payment of license fee etc. during the license period, the EMD converted in the form of security deposit and the entire amount of the installments paid will be forfeited and the defaulting licensee would be subjected to legal action.
15. The Licensee will use the licensed premises for running the activity for which the license has been granted and will in no case use the same for any other purpose/business.
16. The Licensee will ensure at his/their own cost, the laying of the foundation, if required, erection of furniture & fixtures, lights and equipments, sound system etc. along with arrangement of machines, equipments and all other required items including the D.G. sets (Sound Proof Only). In view of the NGT guidelines.
17. The Licensor will have all the rights to have an access to the licensed premises and the Licensee will have no objection to it
18. The Licensee will setup mechanical & non mechanical amusement rides and should be risk-free by all means.
19. All safety devices as prescribed by the Manufacturer and as specified by the Competent Authority will be put-up by the Licensee. The certificate of manufacturer duly self-attested is required to be submitted for each amusement activity before or at the time of taking over the possession of the site by the licensee. The Licensee is required to submit an affidavit duly notarized, owing full responsibility of public liability and losses.
20. The Licensee during the license period will adhere to all the statutory requirements with regard to provision for lifeguards, life support equipments, first aid and firefighting equipments etc. at his own cost, under intimation to the Licensor. Activity Head to ensure & check their validity and worthiness.
21. The Licensee will bear all operational expenses whatsoever, to run the Amusement & Adventure Centre.

22. The Licensee will engage qualified and trained staff fully conversant with the job and will bear their salaries, wages and perks etc. in accordance with the laid down law and rules. The Licensee will also adhere to Labour Laws, Social Legislation or any other law as in force or which may come in force subsequently during currency of the agreement.
23. Only those amusement & adventure activities which are specifically permitted by the Licensor and which have passed the fitness test, having manufacturer's certification alongwith certification by a Safety Consultant or by the Committee of District Administration will be allowed to be operated.
24. The Licensee will be required to obtain fitness certificate from the designated authorities of the District Administration, Faridabad comprising of Civil/Mechanical Engineers and technical experts in the field of Amusement & Adventure Sports activities.
25. That the entire Amusement & Adventure area for which the license has been granted will be part of the overall Mela area. The Licensee will ensure that there is no infiltration of the visitors without the purchase of the entry tickets. The Licensee will ensure that there is no separate gate/entry point for entry in his area except the gate legally allowed/permitted by the SKMA/HTC for use of the staff of the licensee etc.
26. That the Licensee will ensure that the area is kept neat and clean at their own level and is free from any encroachment of any sort to maintain the amusement area hygienically will be the sole responsibility of the vendor.
27. GST as applicable and other applicable taxes are to be paid in addition to the license fee for all the activities and Taxes (as applicable) in respect of the Amusement & Adventure activities also to be paid directly to the Tax Authorities by the Licensee well in addition.
28. The decibel level of amusement area should be under the permissible level so as not to disturb the programme on Maha Stage.

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29. Sprinkling of the water inside the amusement area should be done daily at regular intervals by the agency at its own cost.
 30. Proper cleaning, security arrangement, maintenance of amusement area will be done by the agency at its own cost.
 31. The licensor will have to pay for the use of electricity on “pro-rata” basis as per the electricity load utilized by him. If provided by the HTC. The billing for the electricity will be on the basis of power load supplied by the technical staff deployed by the HTC/SKMA. Advance charges for the same have to be deposited by the agency with HTC latest by 30th January 2025 and its settlement will be made at the end of the Mela.
 32. Ticket rates of each & every rides/games to be displayed in 3 languages i.e. Hindi, English & Punjabi inside and outside the Amusement Area.

General Terms and Conditions

1. The proposed land/site will be given on “**AS IS WHERE IS**” **basis.**
2. The Licensee will pay all taxes and levies in force at present or that may be levied by the appropriate authorities at any time during the license period and the Licensor will not bear any liability on this account.
3. The Licensee will deposit the License fee with the Licensor as under:-
 - a. A sum equivalent to 50% of the total license fee including GST before the issuance of allotment letter.
 - b. Remaining 50% before the start of the Mela.

Note: The entire license amount should be deposited before taking over the possession of the allotted site.

In case of default/delay in payments as mentioned above, Haryana Tourism Corporation/SKMA will be at liberty to forfeit the entire amount of EMD/ security and the installments paid by the Tenderer.

 - c. Submit the Bank guarantee of Rs.25.00 Lakh from nationalize bank which will be released after completion of mela i.e. 28th Feb 2025.
 - d. If the licensee does not deposit the total license fees as per the tender condition then the penalty will be imposed @ 2% interest per day of the balance amount.
4. That the premises will be deemed to be Public Premises as defined in the Haryana Public Premises and Land (Eviction and Rent Recovery) Act, 1972, as amended from time to time.
5. The Licensee will keep the area neat and clean during the Mela period at their own level. For any damage caused to the property/ premises, the Licensee will indemnify the same on being assessed by the Licensor.
6. The Licensee will pay all taxes, fees, levies, Goods & Service tax etc. as may be imposed by the authorities/Govt. from time to time.

7. The Licensee will obtain various permissions as and when required as per the local regulations. In case of any offence on the licensed premises, the licensee will be solely responsible for its penalty and consequences
8. The Licensee will maintain a Register for recording of the complaints of the customers. Photo copies of the Register of Complaints are to be given next day morning to authorized officer (Activity Head) of the Licensor.
9. Every Bidder will supply a list of its team members/employees showing their names, addresses and photographs for the purpose of issue of photo identity cards as well as for Police Verification, atleast 21 days before start of the Mela. The charges as prescribed by the management for the same will have to be deposited atleast 15 days before the start of the Mela in advance in the Mela office by the successful bidder. No substitution of the employees will be allowed except in emergent cases and that too with the prior approval of management in writing. Further, a list of its employees as well as the substituted/changed employees to be deputed for the Mela duty, showing their names, addresses and photographs has to be supplied for the purpose of Police Verification
10. Each activity/job has to be provided and made operational as per specifications and schedule.
11. The rates can also be negotiated, if necessary, and the payment will be made accordingly. If Agency fails to supply the ordered quantity or fails to make the service operational fully as per the requirement and the specifications, all the equipment, articles lying at site will be confiscated and alternate arrangement will be made at the risk and cost of the Tenderer. Further, the EMD alongwith security and license money deposited will also be forfeited.
12. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the License are totally banned/prohibited.

13. The Licensee will have to pay all applicable taxes, fees, levies, goods & service tax etc. as may be imposed by the authorities/Govt. from time to time.
14. That the Licensee will engage trained uniformed staff for the conduct of business and will bear their salaries/wages etc and will ensure due compliance of the applicable Labour Laws and other applicable laws. The said staff has to be courteous and well-mannered with the customers/ visitors. The Licensee will be fully responsible for the conduct and behavior of his employees and loss of reputation or property if caused by the nuisance created by the licensee or his employees in relation to the running of business and dealing with customers the same will be indemnified by the licensee to the licensor. Child Labour Law will be strictly enforced.
15. That the Licensee will ensure that only one eco-friendly Banner is displayed inside the licensed premises duly prepared as per the design approved by the Haryana Tourism Corporation.
16. That the Licensee will exhibit a Complaint book at conspicuous place which will be made available to the customer(s) on request and which will also be opened for inspection by person(s) duly authorized by HTC /SKMA.
17. The Licensee will not sell any other article except those for which it has been licensed in the said premises or use it for any other purpose. The Licensee will not carry out any addition/alteration in the premises without prior written permission from the Licensor.
18. The Licensee will not be liable for any claim from licensor against any untoward incidents like theft, riots, natural calamities or the failure of electricity, or even change of the policy as per Law of Land.
19. That the Licensee will not install and operate any public address system or any other media in the stalls allotted to him, which may cause disturbance in area where the stall is located.
20. That the Licensee will not be allowed to install the food stall in the amusement area allocated to him and if HTC/SKMA allows

any food stalls of readymade items/soft beverages then the licensee should have no objection to it.

21. That the Licensor reserves its right to cancel the license at any time if it is seen that the use of license is against the public policy as a whole or the license is being used for obnoxious purpose and the use of license may lead to danger to public safety and the license is used for other purposes than for what it was granted.
22. That any dispute arising out of these terms and conditions will be referred to the sole arbitration of the Managing Director, HTC/Chief Administrator, SKMA who may himself act as Arbitrator or appoint any serving or retired officer or any other person to act as Arbitrator on his/her behalf. The proceedings before the Arbitrator will be governed by the provisions of the Arbitration & Conciliation Act-1996, as amended from time to time. The appointment of any person as Arbitrator will not be invalidated merely on the ground of his being associated with LICENSOR as one of its Officers in any capacity whatsoever. However, all disputes will be subjected to the jurisdiction of the local courts or the courts situated at Faridabad.
23. The State Government has decided that all Departments should 'encourage' receipt of payments of more than Rs. 5,000/- only through cashless methods.
24. Trained staff should be deployed with proper dress code.
25. Swings/Amusement activity should be set up at an appropriate distance from the main stage, so that amusement activities not to be interrupted during VIP movement or important events/functions.
26. CCTV cameras should be installed at amusement area at the cost of agency.
27. Clauses:
 - **If the licensee does not deposit the total fee as per the tender conditions, the penalty will be imposed @2% per day of the balance amount.**
 - **If the licensee execute any extra activity except amusement activity (mentioned in bid document). Then he/she will be**

penalized @5% of the Tendered price on day to day basis. In case the licensee repeat the activities continuously during the Mela he/she will be debarred for future participation in the Tender of amusement and other activities of Surajkund International Crafts Mela.

- **In addition to above, if the agency fails to meet the requirement or provide inferior quality product /service, and delay in execution of services in stipulated time frame as mentioned in Tender Document. The minimum penalty will be imposed @10% of the tender cost and maximum upto @20% of tender cost as recommended by Activity Head. MD/ HTC-cum- Chief Administrator will be the final authority to impose the Penalty alongwith forfeit the EMD Amount.**

- **Indemnification Clause :**

The agency will indemnify the Licensor, against any claim, loss, damage occurred, or caused to the Surajkund Mela Authority, due to willful acts or omissions or carelessness or negligence of the manpower employed by the agency, while on duty during the contract period.

- **Child Safety Standards Clause**

For all rides and activities designated for children, the Licensee shall ensure that safety mechanisms are in place and functional. This includes seat belts, safety restraints, and clearly posted height/weight requirements at each children's ride entry point. The Licensee must provide sufficient signage at each ride, indicating age, height, or weight restrictions. The staff must monitor compliance with these requirements strictly. Non-compliance with these safety standards, as verified by the Jhulla Inspection Committee, will result in immediate suspension of the ride in question.

- **Visitor Safety and Emergency Protocol Clause**

The Licensee must have at least one first-aid certified staff member present at all times. Additionally, a first-aid kit must be accessible within the amusement area. Failure to comply with the safety and emergency training requirements will result in a penalty of 5% of the tendered price for each instance of non-compliance.

28. **Situations of Dispute:** In case of dispute and difference in connection with the terms of agreement the said dispute shall first be referred to the Managing Director, Haryana Tourism Corporation/Chief Administrator, SKMA for conciliation, on event of failure in conciliation the dispute shall be referred to **Sole Arbitrator** who shall be from the panel of Arbitrator as prepared by Govt of Haryana from time to time which notification is adopted herein mutually by parties by reference only for the purpose of choosing the Arbitrator and shall be construed as part and parcel of this agreement, to which the parties shall have not objections whatsoever "OR" **Competent Courts** of law situated in Chandigarh/ Panchkula/Faridabad
29. **HTC/SKMA** may, at its sole discretion, extend the Bid Due Date and amend the E-Tender by amending the documents. In such a case, all rights and obligations of HTC and Bidders previously subject to the Bid Due Date will thereafter be subject to the Bid Due Date as extended. At any time prior to the Bid Due Date the Authority may, for any reason, whether at its own initiative or in responses to clarifications request by any Bidder, modify the e-Tender by the issuance of Addenda. In order to facilitate the Bidder reasonable time for taking an Addendum into account, or for any reason, the Authority may, in its own discretion, may extend the Bid Due date.
30. During evaluation of Bids, HTC may, at its discretion, ask a Bidder for further clarifications and/ or information. The request for clarification and the response there to shall only be in writing or email. The Bidder shall have to reply to the clarification within 7 Business Days from the date of receipt of the request failing which the Bid of such a Bidder shall be rejected and HTC shall have the right to forfeit the EMD of such Bidder.
31. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the service providers are totally banned.
32. The agency will provide the details of manpower with aadhar card etc one month prior to the start of mela for incorporating

the data on the desk system of SKMA/HTC failing which the tender may be rejected.

33. That the License will engage trained staff for the conduct of business and will bear their salaries/wages etc and will ensure due compliance of the applicable Labour Laws and other applicable laws. The said staff has to be courteous and well mannered with the customers/ visitors. The Service Provider/Agency will be fully responsible for the conduct and behaviour of his employees and loss of reputation or property if caused by the nuisance created by the Service Provider or his employees in relation to the running of business and dealing with customers the same will be indemnified by the service provider to the HTC/SKMA. Child labour will not be permitted.
34. The State Government has decided that all the Department should 'encourage' receipt of payments of more than Rs. 5,000/- only through cashless methods.
- **“Corrupt practices”** means offering, giving, receiving or soliciting; directly or indirectly; anything of value to improperly influence the action of selection process adopted in the tender process.
“Corrupt practices” also includes any omission for misappropriation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided.
 - **“Fraudulent practice”** means and includes any act or omission committed by an agency by misrepresenting/ submitting false documents and or false information or concealment of facts or to deceive in order influence the tender process.
 - **“Collusive practice”** amongst bidders (prior or after bid submission) means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the tenderer the benefits of free and fair competition.
 - **“Coercive practice”** means impairing or harming or threatening to impair or harm directly or indirectly, any

agency or its property to influence the improper actions of the agency, obstruction in any investigation or auditing of etender process.

NOTE: MANAGEMENT RESERVES THE RIGHT TO CANCEL THE TENDER AT ANY STAGE WITHOUT INFORMING THE BIDDERS AND WITHOUT ASSIGNING ANY REASON WHATSOEVER. THE DECISION OF THE MANAGEMENT WILL FIRM AND FINAL AND WILL BE BINDING ON THE PARTICIPATING BIDDERS

Annexure "A"

Affidavit/Declaration

Attested across front Photograph of the applicant

Name of ACTIVITY

(ON A NON-JUDICIAL STAMP PAPER WORTH Rs. 10/-)

I/We.....S/o.....

R/o.....do hereby
declare and affirm as under:

1. That..... (Name of Firm/Company has not been blacklisted/debarred by any Govt. Department OR any other autonomous body.
2. That none of the Partner (s) Sole Proprietor or Director(s) have ever been associated with any Firm/Company/ which has ever been blacklisted/debarred by any Govt. Department or any autonomous body.
3. That none of the Partner(s) Sole Proprietor or Director(s) have ever been convicted of an economic offence.
4. That no criminal cases are registered or pending against any of the Partner(s) Sole Proprietor OR Director(s).
5. That I/We will not do any other work/activity other than specified by SKMA/HTC as envisaged in the Tender Document.

Dated:

DEPONENT

Place

VERIFICATION:

Verified that the above contents of the affidavit are true to the best of my/our knowledge and belief and nothing has been concealed therein.

Dated:

DEPONENT

Annexure-B

Financial Bid Form

S.N.	Item	Location	Size	Period	Reserve Price Without GST
1.	All amusement activities as per Annexure-C	Adjoining Gate No. 1	As per Map	7 th to 23 rd February, 2024	12500000/- + GST as applicable

Note: BOQ is available at e-procurement portal to bid. The bidder is not allowed to bid less than the reserve amount.

Annexure-C

DETAILS OF AMUSEMENT & ADVENTURE ACTIVITIES (PROPOSED TO BE INSTALLED) TO BE FILLED BY THE BIDDER IN TECHNICAL BID

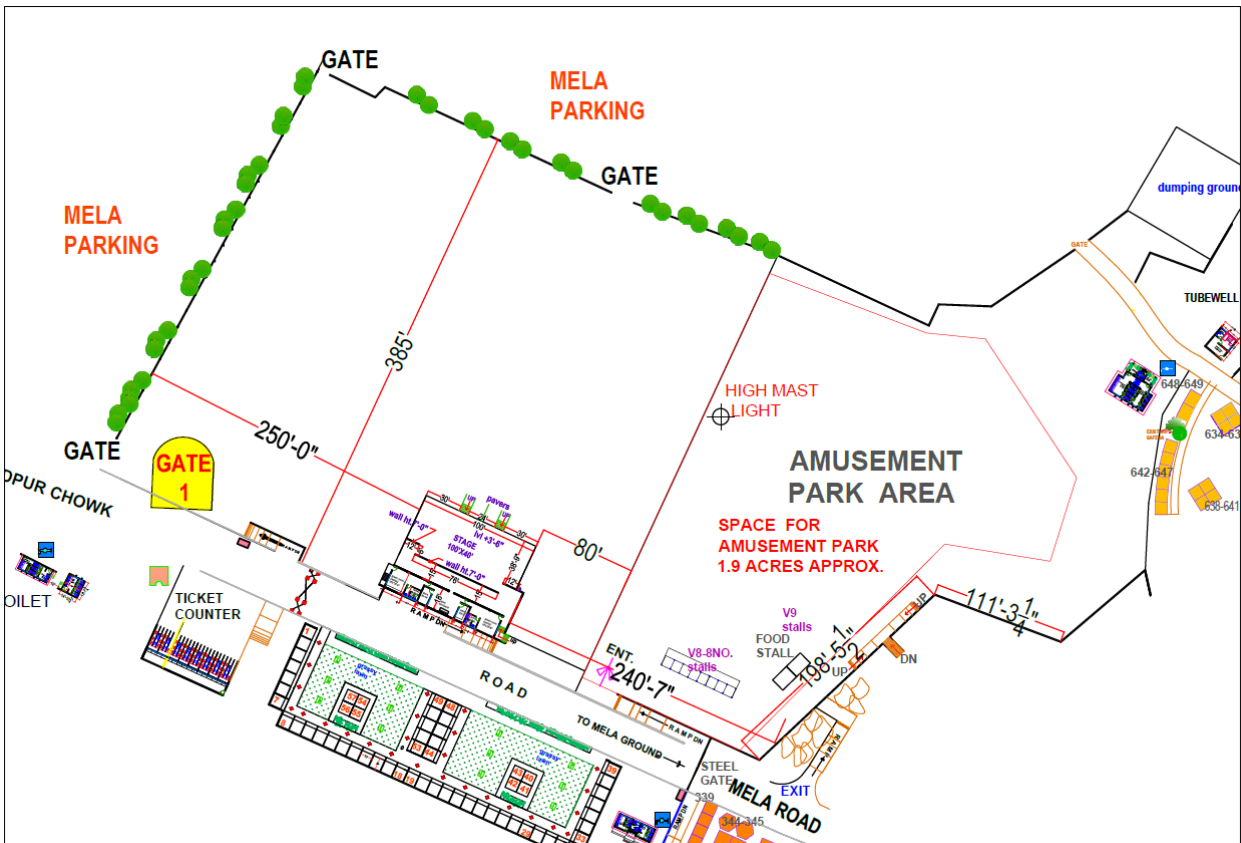
Mechanical Jhullas						
Sr No.	Name of machines/rides/swings /Jhullaetc.	Specifications (whether Mechanical or Non Mech.)	Capacity	Photo Attached Yes/No	Name and certificate of the manufacturer	Fitness Certificate by Competent Authority
1.	Jaint Wheel					
2.	Columbus Boat					
3.	Salombo					
4.	Cross Wheel					
5.	Maruti Car					
Electrical Jhullas						
Sr No.	Name of machines/rides/swings /Jhullaetc.	Specifications (whether Mechanical or Non Mech.)	Capacity	Photo Attached Yes/No	Name and certificate of the manufacturer	Fitness Certificate by Competent Authority
1.	Break Dance					
2.	Starking Car					
3.	Catte Pillar					
4.	Ranger					
5.	Dragon Train					
6.	Chand Tara					
7.	Torra Torra					
8.	Small Rides					
9.	Tower					
10.	Giant Frisbee (Double Dish)					
11.	Octopus					
Non-Electrical & Mechanical						
Sr No.	Name of machines/rides/swings /Jhullas etc.	Specifications (whether Mechanical or Non Mech.)	Capacity	Photo Attached Yes/No	Name and certificate of the manufacturer	Fitness Certificate by Competent Authority
1.	Video Games (10 machines for different games)					
2.	Sumo fight					

3.	Mickey mouse Bouncy (Two types)					
4.	Leisure Paddle boat in Mini Pool					
5.	Mud track					
6.	Ring toss to win gifts					
7.	Air gun shooting to win gifts					
8.	Archery					
9.	Balling alley					
10.	Mirror House					
11.	Horror house					
12.	Standing Helicopter					

Note: The decision of Jhulla Inspection Committee as constituted by the District Administration regarding non-mechanical aspect and safety issues of these rides will be final and binding on the licensee/ operator. The rides which are listed above must pass the fitness test before commencing their operation at site and thereafter on day-to-day basis

E Tender WILL BE STRAIGHWAY CANCELLED, IN CASE; CORRUPT/ FRADULENT/ COLLUSIVE/ COERCIVE PRACTICES DETECTED IN THE E Tender TENDERING PROCESS AT ANY STAGE

MAP



38 th SURAJKUND INTERNATIONAL CRAFTS MELA 2025