

PUBLIC / TENDER NOTICE

SR. NO.	NAME OF DEPARTMENT/BOARD/CORP./AUTH	NAME OF WORK/NOTICE/TENDER	OPENING DATE CLOSING DATE (TIME)	AMOUNT/EMD (APPROX.) in Rupees	WEBSITE OF THE DEPARTMENT	NODAL OFFICER/CONTACT DETAILS/EMAIL	TENDER REF.NO / TENDER NO
I.	HARYANA TOURISM CORPORATION LIMITED	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1	17.01.2025 11.00 AM To 20.01.2025 Upto 01.00 PM	EMD:2.00 Lakhs	haryanaturism.gov.in	Sh. Rajinder Kumar, Nodal Officer Mob: 9818590913	HTC-2025/SKMA/Licenses/04

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Key Information

Date of publication of tender	17.01.2025
Download start date & time of e-tender document	17.01.2025
Tender submission end date & time (Online)	20.01.2025 upto 1.00 PM
Opening of Technical Bid Date & Time	20.01.2025 at 02.00 PM
Venue for opening of Tender	Haryana Tourism Office SCO 17-19, Sector-17B, Chandigarh- 160017

Schedule of Processing Fee, Tender Fee and EMD

(To be submitted Online as per the Procedure mentioned in
etenders.hry.nic.in)

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

Sr No.	Particulars	Earnest Money (Refundable)
I.	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10'each. (For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)	Rs. 2.00 Lac

Schedule of Reserve Price and Minimum Turnover

(Figures in lacs)

Sr. No.	Name of Activity	Reserve price + GST (18%)	Average Turnover of last 3 years (2021-22, 2022-23 & 2023-24)
1.	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10' each. (For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)	Rs.3.00 lac + GST	10.00 lacs

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

1. The Bidders can download the tender documents from the Portal:<https://etenders.hry.nic.in> and <https://haryanatourism.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:-

1. If the tenders are cancelled or recalled on any grounds, the tender document fees & e-service fee will not be refunded to the agency.
2. 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.
3. 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.
4. 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.
5. 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 Feb, 2025 to 23rd Feb, 2025 at Surajkund, Faridabad, Haryana strictly on conditions mentioned in Tender document for the following activities:

Sr No.	Particulars
1.	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10' each. (For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)

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, 05, 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, Homepage 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 re 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, regard less of the conductor outcome of the bidding process.

- 15 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.

SECTION-I
ELIGIBILITY CRITERIA FOR Bidder/Tendering
Company/Firm/Agency/Service provider

**I License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10'each.
(For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)**

1. The Bidder/Tendering 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 as per **Schedule of Minimum Turnover for Eligibility Criteria certified by Chartered Accountant**
4. The Bidder should have an experience in hiring the stalls on leasing or setting up stalls 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.

SECTION-II
TEHCNICAL BID FORMAT for Bidder/Tendering
Company/Firm/Agency/Service provider

(Bidder should upload the technical Bid alongwith annexure as per the Technical Bid Format ONLY (Sequentially) in One PDF file or zip/rar format clearly mentioning the Annexures enclosed). If there is more than one document, they can be clubbed together and can be provided in the requested format.)

I	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10' each. (For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)
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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	

S.No.	Particulars	Details	
	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 obtain 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.		
9.	A Certificate may be submitted for Average Turnover for the last three Years i.e. upto 2023-24 duly Audited by the Chartered Accountants. The Following Proofs are to be enclosed herewith a) In case of Proprietorship firm copies of ITRs for the last three Assessment Years i.e. Years i.e. upto 2023-24.	Year	Turnover (In lacs)
		2021-22	
		2022-23	
		2023-24	
10.	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.		

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/Tendering Company/Firm/Agency

Section III

TENDER PROCESSING & EVALUATION

I	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10' each. (For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)
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The Selection of Bidder will be on the basis of H-1 of those Bidder/Tendering Company/Firm/Agency those have qualified Eligibility Criteria

Section IV Scope of Work

I	License for putting up of 68 No. stalls at Haat Bazar near Gate no. 1 of Size 10'x10' each. (For Sale of Items except Food where cooking is required, Handmade Handlooms & Handicrafts items)
<ul style="list-style-type: none">i. 68 Nos. Commercial Stalls of size 10ft x 10ft approx. will be put-up at Haat Bazar near Gate no. 1ii. The stalls are waterproof with provision of light with mat for the floor. The Stalls will be outside the Crafts area of Mela Ground but it will form an integral part of the Mela.iii. The reserve price for commercial stalls at Gate No 1 is as per scheduleiv. The stalls will be given on 'AS IS WHERE IS" basis and it will have to be returned in the same condition in which it was taken otherwise security will be adjusted/forfeited against any default.v. The Stalls are proposed to be let out from 7th February, 2025 to 23rd February, 2025. The possession will be offered on erection/ construction of stalls after 4th February, 2025.vi. The party interested in hiring of the stalls may bid for all the commercial stalls in a single bid more than reserve price mentioned in schedule.vii. The allotment letter (LOI) will be issued to the licensee after depositing an unconditional and irrevocable bank guarantee equivalent to the bid amount valid for the period upto 28th February, 2025 with the Haryana Tourism Corporation (OR) after depositing full & final payment as	

per tender value within 03 (Three) working days of receipt of demand letter for bank guarantee.

- viii. The charges for electricity as per actual consumption or on the basis of pro rata reading of the meter will have to be paid extra.
- ix. The sale of hand-made Handlooms, Handicrafts and Jewelry and Eatables items prepared on spot etc. are prohibited.

Section V

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 have to sign the License agreement on a non-judicial stamp paper of requisite value of Rs.10/- **(as per specimen enclosed at Annexure “A”)** to be purchased in the name of the Licensee within 7 days of the issue of the allotment letter. The License Agreement once executed will be binding on both parties. However, if the Licensor at any point of time wishes to amend the license agreement the same will be done with mutual consultation of both the parties.
4. The Licensee will deposit the License fee with the Licensor as under:-
 - a. A sum equivalent to 50% of the total license fee at the time of finalization/issue of the allotment letter.
 - b. Remaining 50% on or before the start of the Mela.

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

5. In case of allotment of Shops/Stalls, the payment of the rent/license fee will be as under:-
 - a. A sum equivalent to 50% of the total license fee at the time of finalization/ issue of the allotment letter.
 - b. Remaining 50% on or before the start of the Mela.

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.

1. The Licensee will have to sign an agreement on a non-judicial stamp paper of the requisite value containing these terms and conditions
2. 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.
3. The Licensee will keep the area neat and clean during the Mela period. For any damage caused to the property/ premises, the Licensee will indemnify the same on being assessed by the Licensor.
4. The Licensee will pay all taxes, fees, levies, goods & service tax etc. as may be imposed by the authorities/Govt. from time to time.
5. 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
6. 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.
7. 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

8. Incomplete, conditional tender and the tenders without Tender Fee, Processing Fee and EMD in specified mode are liable to be rejected out rightly.
9. Each activity/job has to be provided and made operational as per specifications and schedule.
10. 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.
11. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the License are totally banned.
12. 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.
13. 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.
14. That the Licensee will be solely responsible for any adulteration in the eatable items. In case, some adulteration is found /reported in the eatables items, he will be liable for action under the provisions of PFA Act (OR) any other applicable Act/Law.

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. The Licensee will have to make provisions for furniture and fixture for the use of the customers at his own level. Only such space can be utilized for laying of the furniture as assigned by the Licensor.
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. There will not be any advertisement rights with the agency of commercial stalls.

25. The licensee will have the GST number of Haryana either permanent or temporary.

26. **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

27. **HTC/SKMA** may, at its sole discretion, extend the Bid Due Date and amend the Tender by amending the Tender 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 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.

28. During evaluation of Bids, HTC may, at its discretion, ask a Bidder for further clarifications and/or information. The request for clarification and there sponse 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.
29. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the service providers are totally banned.
30. 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.
31. The State Government has decided that all the Department should 'encourage' receipt of payments of more than Rs. 5,000/- only through cashless methods.
32. The cleanliness around the stall is sole responsibility of the allottee.
33. The allottee of the stall should keeps his goods in the prescribed are of the stall.

Note: The Management reserves the right to accept or reject any one or all the tenders, without assigning any reason.

- **“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 tender process.

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.**
- **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.

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 BE 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

