



E Tender
Leasing of space for
Maha Stage for Live Performances
On as is where basis

E-Bids are invited for **leasing of space for maha stage for live performances of artists on as is where basis** during 38th Surajkund International Crafts Mela scheduled to be held from **7th to 23rd February, 2025 at Surajkund, Faridabad (Haryana).**

The E-Bids submission end date and time is 08.01.2025 upto 05.00 PM and e-bids will be opened on 09.01.2025 from 09.00 AM onwards. E-Tenders documents along with scope of work, eligibility criteria, General Terms & conditions are available on www.haryanatourism.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.

Issued by Managing Director,
Haryana Tourism Corporation Limited

Table of Contents

| S.No. | Description | Page Number(s) |
|-------|--|----------------|
| 1) | Key information | 3 |
| 2) | Schedule of Processing Fee and EMD | 4 |
| 3) | Schedule of Reserve Price and Minimum Turnover | 5 |
| 4) | Information Regarding Online Payment of Tender Document, e Service (Processing Fees) & EMD | 6-7 |
| 5) | Instructions to bidder on Electronic Tendering System | 8-13 |
| 6) | ELIGIBILITY CRITERIA | 14 |
| 7) | TEHCNICAL E-TENDER BID FORMAT | 15-17 |
| 8) | E-Tender PROCESSING AND EVALUATION | 18 |
| 9) | Scope of Work | 19-23 |
| 10) | General Terms and Conditions | 24-29 |
| 11) | Annexure “A” Affidavit/ Declaration | 30 |
| 12) | Annexure “B” | 31 |
| 13) | Annexure “C” (DETAILS OF Maha Stage) | 32-33 |
| 14) | Map of Maha Stage Location | 34 |

Key Information

| | |
|--|--|
| Date of publication of e-Tender | 02.01.2025 |
| Download start date & time of e-Tender document | 02.01.2025 at 9.00 AM |
| E-Tender end date & time (online) | 08.01.2025 upto 05.00 PM |
| Opening of E-Bids (Online) | 09.01.2025 at 09.00 AM |
| 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 |
| 10.00 Crore | Rs.300.00 Lakhs + GST as applicable |

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: 9654034385 |
| 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://haryanatourism.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 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. | 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 a) The balance-sheets duly audited by a Chartered Accountant to be attached. 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. | 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. | | |
| 11. | The details are to be submitted by the bidder in the technical bid as per the Annexure-C | | |

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, Security Management , Permission, Sound Condition.
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 utilize the maha stage area for 9 days i.e. Every Monday, Wednesday & Friday during the period of 38th Surajkund International Crafts Mela 2025.

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. | leasing of space for maha stage for live performances of artists on as is where basis during 38 th Surajkund International Crafts Mela | Adjoining Gate No.1 near Amusement Area | As per MAP annexed at "A" | 9 Days <table border="1" data-bbox="901 905 1320 1098"> <thead> <tr> <th>Day</th> <th>Month</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Mon</td> <td>Feb'25</td> <td>10,17,24</td> </tr> <tr> <td>Wed</td> <td>Feb'25</td> <td>12,19,26</td> </tr> <tr> <td>Fri</td> <td>Feb'25</td> <td>7,14,21</td> </tr> <tr> <td></td> <td>Total</td> <td>9 Days</td> </tr> </tbody> </table> | Day | Month | Date | Mon | Feb'25 | 10,17,24 | Wed | Feb'25 | 12,19,26 | Fri | Feb'25 | 7,14,21 | | Total | 9 Days | 3,00,00000/- + GST as applicable. |
| Day | Month | Date | | | | | | | | | | | | | | | | | | |
| Mon | Feb'25 | 10,17,24 | | | | | | | | | | | | | | | | | | |
| Wed | Feb'25 | 12,19,26 | | | | | | | | | | | | | | | | | | |
| Fri | Feb'25 | 7,14,21 | | | | | | | | | | | | | | | | | | |
| | Total | 9 Days | | | | | | | | | | | | | | | | | | |

Note:

1. The agency will provide 250 Nos. complementary tickets to Haryana Tourism for every programme and create a VIP enclosure exclusively for VIP invitees assign to Haryana Tourism alongwith 10 No. round tables with 8 no. chairs with cover on each table.
2. The agency may visit the site before quoting the rates.
3. The agency will make arrangement of tentage, lighting, illumination, sound, furniture, cleanliness, security etc at their own cost. HTC will only provide permission to use land as is where basis.

Specific Terms & Conditions

1. Use of Premises

- a. The Licensor will have all the rights to have an access to the licensed premises and the Licensee will have no objection to it, but the space shall only be used for live concert performances, rehearsals, and associated activities.
- b. Sub-leasing or any other use of the premises is strictly prohibited.
- c. 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.

2. Event Details

- a. The lease duration for each event must not exceed from 7th February to 23rd February 2025 (for 9 days as mentioned in scope of work)
- b. Concerts/Live performances are permitted only between 6:00 PM to 10:00 PM.
- c. The agency shall not alter the Premises in any way. The area of premises is fixed as per MAP annexed at 'A'

3. Technical Requirements

- a. The bidder must provide their own sound and lighting equipment, ensuring compliance with local noise regulations.
- b. The space's capacity must not be exceeded.
- c. The bidder must ensure that electrical and technical setups are safe and comply with statutory norms.
- d. The Licensee will ensure at his/their own cost, the laying of the foundation, if required, erection of fixtures, lights and equipments, sound system etc. along with arrangement of all stage equipments and all other required items including the D.G. sets (Sound Proof Only). In view of the NGT guidelines.

4. Security and Safety Measures

- a. The bidder must deploy adequate security personnel, including crowd management and entry/exit monitoring.
- b. Emergency exits must remain accessible at all times, and fire safety equipment must be operational.

c. Liability for damages to property or harm caused during the event lies solely with the agency.

5. Permissions and Compliance

a. The bidder must obtain all necessary permissions, including noise permits, public gathering licenses, and performance licenses, and submit copies to the SKMA before the event.

b. The bidder must comply with local laws and regulations, including noise pollution limits and public safety guidelines.

6. Insurance

a. The bidder must procure event insurance covering public liability, property damage, and personal injury.

b. Proof of insurance must be submitted at least prior to the event.

c. The Licensee during the license period will adhere to all the statutory requirements with regard to provision for lifeguards, life support equipment's, first aid and firefighting equipment's etc. at his own cost, under intimation to the Licensor. Activity Head to ensure & check their validity and worthiness.

7. Venue Maintenance

a. The bidder is responsible for post-event cleanup and must restore the venue to its original state.

b. Additional cleaning or repair costs incurred due to misuse or negligence will be deducted from the security deposit.

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 Stage performance has to be provided and made operational as per specifications and schedule.
 11. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the License are totally banned/prohibited.
 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 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 visitors the same will be indemnified by the licensee to the licensor. Child Labour Law will be strictly enforced.

14. That the Licensee will ensure that only eco-friendly Banner is displayed inside the licensed premises.
15. 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.
16. 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.
17. 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.
18. 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.
19. The State Government has decided that all Departments should 'encourage' receipt of payments of more than Rs. 5,000/- only through cashless methods.
20. Trained staff should be deployed with proper dress code.
21. The complementary tickets for Mela guests to be provided by the agency "As and When Required" by Surajkund Mela Authority.

22. CCTV cameras should be installed at the maha stage area at the cost of agency.

23. 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 at the specified area (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 activities of Surajkund International Crafts Mela.**
- **In addition to above, if the agency fails to meet the requirement 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 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 permissible 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.

24. **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
25. **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.
26. 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.
27. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the service providers are totally banned.
 28. 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.
 29. 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.
 30. 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 + GST | | | | | | | | | | | | | | | |
|------|---|---|---------------------------|---|---------------------|-------|------|-----|--------|----------|-----|--------|----------|-----|--------|---------|--|--------------|---------------|-----------------------------------|
| 1. | leasing of space for maha stage for live performances of artists on as is where basis during 38 th Surajkund International Crafts Mela | Adjoining Gate No.1 near Amusement Area | As per MAP annexed at "A" | 9 Days <table border="1" data-bbox="862 779 1281 974"> <thead> <tr> <th>Day</th> <th>Month</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>Mon</td> <td>Feb'25</td> <td>10,17,24</td> </tr> <tr> <td>Wed</td> <td>Feb'25</td> <td>12,19,26</td> </tr> <tr> <td>Fri</td> <td>Feb'25</td> <td>7,14,21</td> </tr> <tr> <td></td> <td>Total</td> <td>9 Days</td> </tr> </tbody> </table> | Day | Month | Date | Mon | Feb'25 | 10,17,24 | Wed | Feb'25 | 12,19,26 | Fri | Feb'25 | 7,14,21 | | Total | 9 Days | 3,00,00000/- + GST as applicable. |
| Day | Month | Date | | | | | | | | | | | | | | | | | | |
| Mon | Feb'25 | 10,17,24 | | | | | | | | | | | | | | | | | | |
| Wed | Feb'25 | 12,19,26 | | | | | | | | | | | | | | | | | | |
| Fri | Feb'25 | 7,14,21 | | | | | | | | | | | | | | | | | | |
| | Total | 9 Days | | | | | | | | | | | | | | | | | | |

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

Annexure-C

MAP

