

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 | Hiring of Agency for installation of Fire Banks, Fire safety equipment's & Fire Extinguishers | Start Date 02.12.2024 at 10.00 AM End Date 16.12.2024 at 1.00 PM | 1.00 Lakh | haryanatourism.gov.in | 9654034385 haryanatourism@gmail.com | SKMA-2024/Agency /Fire/01 |

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Key Information

| | |
|---|---|
| Date of publication of tender | 02.12.2024 |
| Download start date & time of e-tender document | 02.12.2024 |
| Tender submission end date & time (Online) | 16.12.2024 upto 1.00 PM |
| Opening of Technical Bid (Date & Time) | 16.12.2024 at 2.00 P.M. |
| Venue for opening of Tender (Online) | 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/- |
| EMD (Refundable) | Rs.1,00,000/- |

Schedule for Minimum Turnover and Work done

(Figures in lacs)

| Annual Average turnover during three financial years i.e. upto 2023-24. | 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 |
| 25.00 Lakh | 8.00 lakhs Each | 12.00 lakhs Each | 25.00 lakhs |

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://haryana.tourism.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 February, 2025 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.

SECTION-I ELIGIBILITY CRITERIA FOR Bidder

Hiring of Agency for installation of Fire Banks, Fire safety equipment's & Fire Extinguishers

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the services during the 38th Surajkund International Crafts Mela 2025.

The invitation to this Tender is open to all bidders who qualify the eligibility criteria as given below:

1. The Bidder should be a single business entity (the "Single Business Entity"). The term bidder used herein would apply to a Single Business Entity.

A Single Business Entity shall mean a company incorporated under Companies Act, 1956/2013 or a Sole Proprietorship firm registered under Proprietorship Act, 1908 or a partnership firm registered under the Indian Partnership Act, 1932 or a Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008.

Note:

- a) Consortium or Joint Venture is not allowed to participate in the bidding process.
- b) If the bidder is:
 - i) A Company should furnish copy of the certificate of incorporation and memorandum of association as a proof of identity.
 - ii) A sole proprietorship firm, and a limited liability partnership firm should furnish copy of the registration certificate, GST and IT return for the

- last three financial years preceding the bid due date as a proof of identity.
- iii) A registered partnership firm, it should furnish a copy of the IT returns for the last three financial years preceding the bid due date copy of the registration certificate under the registrar of firms and a copy of the partnership deed executed between the partners as a proof of identity.
2. A Bidder is required to fulfil the criteria specified below. Any bidder who does not meet the criteria set out below shall be disqualified.
- (a) The Bidder must have an average Annual Turnover as mentioned in **“Eligibility Criteria for Minimum Turnover and Work done”** in the last three financial year i.e. 2021-22, 2022-23 & 2023-24. A Copy duly certified by Chartered Accountant to be submitted as a proof of Average Annual Turnover as per Annexure I (Section VI).
- (b) Experience of working in Event/Mela/Fair/Seminars/ Conferences/ Exhibitions, Forums/ Conclaves/ or any combination of the same related to fields of Infrastructure Sector/ Tourism/Crafts or any other similar field for a State Government/Central Government/ National apex chamber/PSU’s or any Government of India event Inside/outside India having successfully completed similar work during last 3 years upto 2023-24 should be either of the following: -
- a) Three similar completed works more than or equal to amount as mentioned in **“Eligibility Criteria for Minimum Turnover and Work done” Or**
- b) Two similar completed works more than or equal to amount as mentioned in **“Eligibility Criteria for Minimum Turnover and Work done” Or**
- c) One similar completed works more than or equal to amount as mentioned in **“Eligibility Criteria for Minimum Turnover and Work done”**.
- (c) The Bidder must be registered in India. (Supporting document must be furnished)

- (d) The Bidder should have valid GST and PAN registration.
 - (e) The Bidder shall be single entity. Consortium/Joint Venture are not allowed to participate in the bidding process.
3. 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.

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

(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.)

| S.No. | Particulars | Details | |
|-------|---|---------|-----------------------|
| 1. | Name of the Bidder/ Tendering Company/ Firm/Agency | | |
| 2. | Full Address of the Registered Office with Proof | | |
| a) | Telephone No. & Mobile No. | | |
| b) | Fax No. | | |
| c) | E mail address | | |
| d) | Website (if any) | | |
| 3. | Address of Correspondence with Proof | | |
| a) | Telephone No. & Mobile No. | | |
| b) | Fax No. | | |
| c) | E mail address | | |
| d) | Website (if any) | | |
| 4. | Detail of Contact Person | | |
| a) | Name of Contact Person | | |
| b) | Mobile Number of Contact Person | | |
| c) | 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 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. | Year | Turnover (In lacs) |
| | | 2021-22 | |
| | | 2022-23 | |
| | | 2023-24 | |

| S.No. | Particulars | Details |
|-------|--|---------|
| | 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. | |
| 9. | The details of the Works of similar nature handled by the Tendering firm/Agency upto 2023-24 to any CPSUs/State PSU/ Mega Fair or Festival shall be submitted in the format enclosed at Annexure II (Documentary Proof of the same is enclosed) | |
| 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/Service provider

SECTION-III TENDER PROCESSING AND EVALUATION

The selection of bidder will be on the basis of L-1 of those Bidder/ Tendering Company/ Firm/ Agency those have qualified eligibility criteria.

SECTION-IV

Scope of work.

| | |
|----------|--|
| I | Hiring of Agency for installation of Fire Banks, Fire safety equipment's & Fire Extinguishers |
|----------|--|

| | |
|-------------------------|---|
| Period of Hiring | 7th Feb 2025 to 23th Feb 2025 |
|-------------------------|---|

| S.No. | Description | Qty |
|--------------|---|------------|
| 1. | FIRE BANKS Fire Banks equipped with 40 ABC cylinders, 04 Fire Buckets with stand, Water drum of 200 litres capacity & managed by a duly uniformed Fireman at each fire bank | 16 |
| 2. | FIRE HYDRANT 0402 Hose Pipe (63 mm) of 15 mtrs each alongwith a branch pipe and managed by a fireman on each outlet and Connection to be provided by HTC / Mela Authority | 22 |

Specific terms and conditions:-

1. The actual number of requirement for each type of Fire Extinguishers will be intimated by JE (Civil), SKMA / HTC in consultation with Police/MCF Authority and the Service Provider/Agency will be duty bound to provide the desired quantity.
2. The installations shall be manned by skilled persons/ Fireman to be deputed by the Service Provider/Agency during Mela Time regularly.
3. Registration from the concerned authority of the service provider authorizing him to provide Fireman & Fire Safety Equipment.
4. The refill if required shall be provided by Service Provider/Agency Free of Charges.
5. All the apparatus/ equipment's will bear the date of filling the extinguishing material as well as date of expiry with seal of Authorized Agency/ Authority.
6. In case of Fire, if the apparatus/ equipment's found to be non-functional, then the Service Provider/Agency will be responsible to indemnify the loss as per the assessment made by the Haryana Tourism Corporation/SKMA.
7. Fire banks & Fire Hydrants would be installed at respective locations on 5th Feb 2025 latest by 5.00 PM.

SECTION-V General Terms and Conditions

1. Each activity/job has to be provided and made operational strictly as per specifications and schedule mentioned in Tender Document.
2. No subletting will be permitted.
3. The bidder must give rates as per Financial Bid (ONLINE ONLY).
4. The rates can be negotiated as per the Technical Evaluation criteria and the payment will be made accordingly.
5. The rates quoted by the firm should be inclusive of all components i.e. transportation, labour etc. No additional bill shall be entertained.
6. If Bidder fails to supply the ordered quantity or fails to make the services fully operational as per the requirements, specifications and time schedule all the equipments 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 deposit, if any, will also be forfeited. The said firm will also be blacklisted.
7. Every Bidder will supply a list, atleast 25 days before start of the mela, 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. 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. The Bidder will also ensure that each employees/worker engaged for the Surajkund Mela purpose should have adhaar card.
9. The Bidder will solely be responsible for maintaining the proper record of employees/persons provided for various activities for the Mela and for payment of all emoluments/wages as per the statutory requirement/labour laws. The HTC/SKMA will not be responsible for payment of the wages and compensation etc., if any, to the manpower deployed by the Service provider.
10. The rates will remain valid till the Mela is over or for six months duration whichever is higher.
11. The Bidder get all the materials i.e. items of scope of work counted from the physical verification committee (PVC) before the fixing/installation at site, otherwise no payment will be made for the same.
12. The service provider should Coordinate with the concerned Activity heads deputed by SKMA and if needs coordinate with other activity heads for synchronizing the smooth implementation of all activities.
13. The Bidder will pay all taxes and levies in force at present or that may be levied by the appropriate authorities at any time during the Contract period and the HTC/SKMA will not bear any liability on this account.
14. **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"

Jurisdiction of Courts of law will be situated in Chandigarh.

15. 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.
16. 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 thereto 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.
17. Incomplete, conditional tender and the tenders without Tender Fee, Processing Fee and EMD in specified mode are liable to be rejected out rightly.
18. Each activity/job has to be provided and made operational as per specifications and schedule or otherwise instructed by HTC/SKMA
19. Smoking, consumption of liquor, and chewing of tobacco etc. by the staff of the service providers are totally banned.
20. That the Service Provider/Agency 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.
21. HTC/SKMA can increase/decrease the Scope of Work.
22. Manpower deputed by any agency will wear the valid identity card/jacket with logo issued by the concerned contractual agency.
23. FORCE MAJEURE Neither the selected bidder nor HTC/SKMA shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, cyclone, tsunami, earthquake, pandemic or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military power which prevent performance of the assignment and which could not be foreseen or avoided by a prudent person.
24. 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.
25. The Management reserves the right to accept or reject any one or all the tenders, without assigning any reason.
26. **Penalty Clause** : If agency fails to meet the requirement or provide inferior quality product/service, and delay in execution of services as per the scope of work in stipulated time frame as mentioned in Tender document. The penalty will be imposed @5% minimum of the tender cost per day and @10% maximum of tender cost per day as recommended by Activity Head. MD/ HTC-cum- Chief Administrator will be the final authority to impose the Penalty.

27. 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.

28. In case of any fire incidents occurs and no prompt action is taken by the agency any damage of life or goods occurs due to delaying services then the responsibility of the agency will be accounted for all the loses occurred due to their negligence.

SECTION-VI

Annexure-I

**Format for Financial Summary of the Bidder
(on the letterhead of the CA/ Statutory Auditor)
Average Annual Turnover of the Bidder**

We the statutory auditors of M/s hereby certify that the annual turnover of M/s residing atfor the past three years are as per the details given below:-

| Year | Turnover (In lacs) |
|--------------------------|--------------------|
| 2021-22 | |
| 2022-23 | |
| 2023-24 | |
| Average Annual Turnover: | |

Note: Bidders are required to provide data for last two years ending 31st March 2024. Bidders must fill in the exact figures towards the turnover and ensure the details match online (shall be verified through UDIN). Audited Balance Sheets are also required to be submitted for the same.

UDIN No: _____

Name of Statutory Auditor

Designation

Seal of Audit firm

Note:

1. The Bidder shall submit audited annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc.) in support of the financial data duly certified by statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company.
2. The Document as furnished above shall be verified online through the UDIN and the Balance Sheets. Bidders are advised to ensure that the details as per this form are reproduced online accurately

Annexure-I

Details of the Works as per the eligibility criteria

| S.No. | Name of Office/ Event | Name of Event (if any) | Order No. and Date | Period | | Tendered Amount (without GST) |
|-------|-----------------------|------------------------|--------------------|--------|----|-------------------------------|
| | | | | From | To | |
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Note : Documentary Proof of Work Order/ Performance certificate is to be enclosed.