

PUBLIC NOTICE/TENDER NOTICE							
Sr. No.	Name of Department /Board/ Corp./ Auth	Name of Work/ Notice/ Tender	Starting date & ending date (Time)	Amount/EMD (Approx.) in Rupees	Website of the department	Nodal Officer/ Contact details/ Email	Tender Ref. No/ Tender No
1	Shri Vishwakarma Skill University, Dudhola, Palwal	Selection of Mess Contractor / Catering agencies for running of Hostel's Mess & providing the hospitality services during the University events	18-Sep-2026 03:10 PM to 05-Oct-2026 03:10 PM	EMD Amount 1,00,000/-	www.svsu.ac.in	Deputy Registrar 7290001949 tenders@svsu.ac.in	Tender No. & Tender Id.- SVSU/2026/GB/E-3416/ MessandEvent/707 & 2026_HRY_548815_1 (http://etenders.hry.nic.in)

सावर्जनिक सूचना / निविदा सूचना							
क्रमांक	विभाग/बोर्ड/निगम/प्राधिकार का नाम	कार्य/ नोटिस/निविदा का नाम	आरंभ तिथि (समय) व समाप्ति तिथि (समय)	राशि/ईएमडी रूपये मे,	विभाग की वेबसाइट	नोडल अधिकारी/ संपर्क विवरण/ ईमेल	निविदा संदभ्र संख्या/ निविदा संख्या
1	श्री विश्वकर्मा कौशल विश्वविद्यालय, दुधोला, पलवल	विश्वविद्यालय के कार्यक्रमों के दौरान छात्रावास के मेस के संचालन और आतिथ्य सेवाएं प्रदान करने के लिए मेस ठेकेदार/कैटरिंग एजेंसियों का चयन।	18-Sep-2026 03:10 PM to 05-Oct-2026 03:10 PM	ई.एम.डी. राशि 1,00,000/-	www.svsu.ac.in	डिप्टी रजिस्ट्रार 7290001949 tenders@svsu.ac.in	टेंडर नं: SVSU/2026/GB/E-3416/ MessandEvent/707 & 2026_HRY_548815_1 (http://etenders.hry.nic.in)



TENDER DOCUMENT FOR PROVIDING HOSTEL MESS SERVICES & UNIVERSITY EVENTS HOSPITALITY SERVICES

S. No.	Particulars	Details
1	Name of the job	For providing Hostel Mess and University Events Hospitality Services
2	Date of Issue of Tender Document	
3	Last Date and time for submission of Tender	2026 by hrs
4	Date and time for Pre-bid meeting	2026 at hrs
5	Date and time for opening of Technical Bids	2026 at hrs
6	Date and time for opening of Financial Bids	
7	Date for commencement of contract	
8	Tender Fee +E-service Fees	For Haryana based manufacturing Micro and Small Enterprises (MSEs) Unit eligible as per the "Haryana State Public Procurement Policy for MSME - 2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016/ for Startups as notified vide G.O.No.2/2/2016-4IBII dated 03.01.2019 - NIL
9	For remaining bidders both from the Haryana and Non - Haryana (Tender Fee + E-Service Fee) + GST	(2000/- + 1000/-) + 540/- = 3540/- (Rupees Three Thousand Five Hundred Forty only)
9	Earnest Money Deposit (EMD) – From Bidders of Haryana & Non-Haryana	Rs. 1,00,000/- (Rupees One Lakh Only)
10	Earnest Money Deposit (EMD)(MSME) – Haryana Bases MSME's	For Haryana based manufacturing Micro and Small Enterprises (MSEs) eligible as per the "Haryana State Public Procurement Policy for MSME - 2016" notified vide G.O. No. 2/2/2016-4I BII(1) dated 20-10-2016/ for Startups as notified vide G.O. No.2/2/2016-4IBII dated 03.01.2019. – NIL EMD
11	Performance Security	Rs.5,00,000 (Rupees Five Lakhs Only)
10	Period of contract	02 years' contract (Extendable further for one year based on University's requirements and the performance of agency)
11	Name & address for communication	Registrar – Shri Vishwakarma Skill University, Dudhola, Palwal . Haryana 0124-2746800 registrar@svsu.ac.in
12	Bid Validity Period	180 days from the last date notified for submission of the Tender



SHRI VISHWAKARMA SKILL UNIVERSITY

(State University enacted under the Government of Haryana Act 25, 2016)

TENDER DOCUMENT FOR PROVIDING HOSTEL MESS SERVICES & UNIVERSITY EVENTS HOSPITALITY SERVICES

	Name of the job	For providing Hostel Mess and University Events Hospitality Services
	Issue of Tender Document (Date of uploading of Tender & other Documents) (online)	18.09.2026 at 15:00 Hrs
	Online Tender Download/Purchase Start Date	18.09.2026 at 15:10 Hrs
	Last date for receipt of queries through Mail	22.09.2026 at 15:00 Hrs
	Date of pre-bid meeting, if any	24.09.2026 at 11:30 Hrs
	Online proposal Submission Start Date	18.09.2026 at 15:10 Hrs
	Online proposal Submission End Date	05.10.2026 at 15:10 Hrs
	Opening of Technical Bid	06.10.2026 at 15:30 Hrs
	Financial Bid	Subsequent date to be informed later.



1. Introduction:

Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana invites online Notice Tender: for **“Selection of Mess Contractor / Catering agencies for running of Hostel's Mess & providing the hospitality services during the University events** at various facilities of Shri Vishwakarma Skill University, Dudhola, Palwal Haryana.” through e-procurement on portal <https://etenders.hry.nic.in> from Reputed Catering agencies/ Restaurants Chains / Hospitality companies for running as per TENDER document. The TENDER documents may also be downloaded from website (<http://www.svsu.ac.in>) of Shri Vishwakarma Skill University, Haryana for reference only. A minimum eligibility criterion has been given in TENDER document. Apart from uploading e-tender on website, bidder has to deposit EMD and Tender Fee + E-service fees along-with other documents.

2. DISCLAIMER

- The information contained in this Tender Document or subsequently provided to the bidders, whether verbally or in documentary or any other form by or on behalf of Shri Vishwakarma Skill University, Haryana is provided to bidder on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.
- Information provided in this TENDER to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Shri Vishwakarma Skill University, Haryana accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- Shri Vishwakarma Skill University, Haryana also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance or any bidder upon the statements contained in this TENDER.
- Shri Vishwakarma Skill University, Haryana may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.
- The issue of this TENDER does not imply that Shri Vishwakarma Skill University, Haryana is bound to select a bidder or to appoint the Selected Bidder, as the case may be, for the Consultancy and Shri Vishwakarma Skill University, Haryana reserves the rights to reject all or any of the Proposals without assigning any reasons whatsoever.
- The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Shri Vishwakarma Skill University, Haryana or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and Shri Vishwakarma Skill University, Haryana shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Empanelment Process.

3. Important Definitions

In this Contract, the following terms shall be interpreted as indicated below-

3.1 Contractor / Service provider /Owner shall mean the successful bidder to whom the Contract has been awarded and with whom the Tendering Authority signs the Contract for rendering the Mess & Events Hospitality services at SVSU, Dudhola, Palwal.

3.2 Contract means the agreement entered into between the Tendering authority & the Contractor, as recorded in the document signed by the parties, including all the attachments, and all documents incorporated by reference therein.



3.3 Bidders / Bidder means any firm taking the full responsibility for managing the Contract as required in the tender. The word “Bidder” when used in the pre-award period shall be synonymous with “Service provider” which shall be used after award of the Contract.

4. INSTRUCTION TO BIDDER FOR E-TENDERING

Note: Following conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

4.1 E-Tendering:

4.2 For participation in e-tendering module of **Shri Vishwakarma Skill University**, Haryana it is mandatory for prospective bidders to get registration on website <https://etenders.hry.nic.in>, Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.

4.3 Tender documents can be downloaded from website <http://www.svsu.ac.in>. However, the bidders have to upload complete tender document online along-with deposit of EMD amount and Tender Document Fee + E- service fee and without EMD amount and Tender Document Fee + E- service fee bids will not be accepted.

4.4 E-service/gateway charges shall be borne by the bidders.

4.5 As per the directions of the Controller of Certifying Authorities, Ministry of Communication and Information Technology, Government of India, a **Class III Digital Certificate** shall be required to bid for all tenders solicited electronically. If the bidder does not have such a certificate, it may be obtained from any of the registering authorities or certification authorities. Kindly note that it may take at least three-five business days for the issue of a digital certificate. Bidders are advised to plan their time accordingly. Shri Vishwakarma Skill University, Haryana shall bear no responsibility for accepting bids which are delayed due to non-issuance or delay in issuance of such digital certificate.

4.6 If bidder is bidding first time for e-tendering, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

4.7 Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.

4.8 Bidder must positively complete online e-tendering procedure at <https://etenders.hry.nic.in> Shri Vishwakarma Skill University, Haryana shall not be responsible in any way for delay / difficulties / inaccessibility of the downloading facility from the website for any reason whatsoever.

4.9 For any type of clarifications bidders can visit <https://etenders.hry.nic.in> and <http://www.svsu.ac.in>.

The bidder whosoever is submitting the tender by his Digital Signature Certificate shall invariably upload the scanned copy of the authority letter & following.

4.10 TENDER cost + E-service Fee and EMD Amount.

4.11 Affidavits.

4.12 Authority Letter to Sign on behalf of Owner, if authorized by the owner.

4.13 Authority Letter for use of Digital Signature.

4.14 Technical Bid with all relevant enclosures.

4.15 All documents to be submitted by the firms should be duly self-attested or by notary public in case these are copies of the original documents. No unattested documents will be entertained.

4.16 The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.

4.17 The Tender Document cost+ E- Service Fee is to be deposited online by bidder.

4.18 The tenders uploaded without/incomplete/partial EMD and tender fee + E-service fees shall be disqualified.

4.19 The EMD amount is to be deposited online by bidder.

4.20 The tender documents fees shall not be refunded.

4.21 If the tenders are cancelled or recalled on any grounds, the Tender Document Fee and e-Service Fee will not be refunded to the bidder.

4.22 No Proposal will be accepted without valid TENDER cost and Earnest Money Deposit.



5. Technical bid: -

Bidders must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>. They shall have to submit the documents as prescribed in the TENDER online in the website. The website/e-portal may accept a file sizing up to 10 MB, however, the bidders may submit their complete bids (with all the requisite documents) in multiple files.

Financial bids of only those firms will be opened, who are short listed on the basis of the Technical Bid and after inspection of their Kitchen/mess by SHRI VISHWAKARAMA SKILL UNIVERSITY. The firm would be required to get inspected at least TWO FACILITIES for inspection as and when intimated by the SHRI VISHWAKARAMA SKILL UNIVERSITY, Dudhola, Palwal, before the financial bids are opened.

6. Financial bid: -

- Bidder must submit the Price/Financial Bid document as per the format given in TENDER/available online and upload as per instructions therein. Physical submission of price bid will not be considered.
- The financial bids of technically qualified Bidders shall be opened online at the notified date. The Bidders can view the financial bid opening date by logging into web-site.
- On the due date of e-tender opening, the technical bids of Bidders will be opened online. Shri Vishwakarma Skill University, Haryana reserves the right for extension of due date of opening of technical bid.
- Shri Vishwakarma Skill University, Haryana reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- In case, due date for opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- Any change/modifications/alteration in the TENDER by the Bidder shall not be allowed and such tender shall be liable for rejection.
- For amendment, if any, please visit <https://etenders.hry.nic.in> or university website regularly. In case of any bid amendment and clarification, the responsibility lies with the Bidders to note the same from websites. The Shri Vishwakarma Skill University, Dudhola, Palwal Haryana shall have no responsibility for any delay/omission on part of the Bidder.

7. TERMS and CONDITIONS: -

BIDS should be from reputed Catering Agencies/ Hospitality Chains located in Gurugram /New Delhi/NCR or Pan India having an annual turnover of **Rs. Fifty Lakh or more during last three financial years** (2022-23, 2023-24, 2024-25). F.Y 2025-26 till date audited statements may be submitted for reference as well in the business of Catering, Restaurants, Canteens, Mess etc. on Rate Contract basis for the official use of Shri Vishwakarma Skill University, at main University Campus at Dudhola, Palwal, Haryana initially for a period of two years. The Contract can be extended further for one year or short-closed on account of satisfactory services or unsatisfactory services rendered by the firm, at the discretion of Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana.

The Technical Bid should be offered in Annexure-A containing the following details: -

- Name of the firm
- Business address of the firm
- Telephone No.
- Mobile No.
- Annual turnover of the firm (proof of the same must be attached in the form of CA's Certificate & last 3 years' (out of last four previous years) Audited Balance Sheet/Profit & Loss A/c)
- Copy of the details of the past experience of providing services in the same field in Government Ministries/ Departments/ PSUs/Reputed Corporate Sectors, with contact persons and their telephone numbers.
- Copy of PAN No. (With proof)
- The Bidder must be capable of handling Multi-locational campuses of the University at



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NCR & Haryana (Presently at Dudhola, Palwal)

- The Bidder must have a valid FSSAI License
- The Bidder must have valid PF and ESI registration certificate.
- All the food handler's / non-food handler's employees deployed at the SVSU facility must have a health fitness certificate with at least 6 months' validity from the certified medical doctor.
- GST Account No.

Note: Financial Bids of only those firms will be opened, who are short listed on the basis of the Technical Bid and after inspection of their running Mess facilities by SHRI VISHWAKARMA SKILL UNIVERSITY. The firm would be required to get inspected at least one working canteens /cafeteria/mess for inspection as and when intimated by the SHRI VISHWAKARMA SKILL UNIVERSITY, Dudhola, Palwal, Haryana .

8. General Terms and Conditions: -

INSTRUCTIONS TO BIDDERS /TERMS & CONDITIONS/ELIGIBILITY CONDITIONS:

Interested bidder should note the following:

The Bid is invited from the eligible Bidders through tendering to cater to the needs of Students/Officials/Staff/Guests of Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana for Mess & events hospitality services in the campus. The Bidder must be capable of handling Multi-locational facilities in the campus.

The Contractor will have to operate -

- ❖ Mess at Boys hostel
- ❖ Mess at Girl's hostel

NOTE- Cooking of all the meals of both Girl's & Boy's hostels mess will be done in their respective designated kitchen allocated in both the hostels to ensure the freshness & hot meals.

- ❖ Delivery and service of food / snacks / buffet during the University events in all buildings.
- ❖ For the guests at Guest house & Transit accommodation at Dudhola campus.
- ❖ *The SVSU may also award the hospitality orders to Outside reputed catering agencies in case of visit by the VVIP's / VIP's events / Official programs after approval / instructions by the competent authority.*
- The Bidders will have to make a presentation before a constituted committee, showcasing their skill in running Mess/ range of foods/products/items sold and accessible facilities at other educational institutions, residential campus, etc. The Bidder will give information of all the work undertaken at Government offices/ Private sector. Evaluation of the presentation will be based on providing information regarding experiences of served institutions, standard of facilities and quality of services, equipment and product rate etc.
- University prefers to run the Eco-Friendly Mess / Hospitality services with all facilities including food items, coffee, soft drinks, etc. from reputed national and international brands and stake holders/ authorized agencies/franchises.
- University reserves the right to cancel the Tender invitation as a whole or in part without conveying any reason whatsoever.
- University reserves the right to renew/revise, modify and enhance the information given in this document at its solitary discretion before the last date and time of submission of the interest/proposal.
- Bidders shall equip their self with all the permits, License (Food License, Health Trade License, License for Eating House,) etc. required for the operation of the and Mess & Events.



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- The Contract term will be initially for **two years** and same may be extended to **One year** more on satisfactory performance. On expiry of Contract term, the bidder shall vacate the premises immediately, the university premises/infrastructure to be handed over to the university in the good condition as same was during starting of the work.
- However, the existing operator may bid fresh if not prohibited otherwise due to unsatisfactory performance.
- No liquor/smoking items shall be provided/ served in the Mess. Violation of this rule, may result in penalties and the prohibited items will be confiscated and the contract will be terminated immediately.
- The selected Bidder will have to sign an Agreement with Shri Vishwakarma Skill University before starting operations. In support of the credential submitted by the parties, Shri Vishwakarma Skill University reserves the right to seek information from the organizations by telephonic verification/personal visits/ in writing.
- Date and time of making presentation (only for the qualified/short listed parties based on the Tender) will be announced/communicated later to qualified/shortlisted parties.
- Sub-leasing of the Services after award of Contract/Agreement shall not be permitted. If, it is done then the contract will be cancelled and performance Bank Guarantee will be forfeited.
- The Bidder/Contractor will be required to consult and approval Shri Vishwakarma Skill University Authorities before advertising anything on the Mess or anything related to the Mess in the print media/social media.

9. Eligibility Criteria: -

- The Bidder should have been operating in the Hospitality sector / Catering Sector for a minimum of FOUR YEARS (Hospitality would include experience in the service industry that includes lodging/dining/Restaurant/Catering/Mess services/ Cafeteria).
- Turnover (Annual) of Rs 50,00,000 (Rupees Fifty lakhs only) or more in last 03 years. (2022-23,2023-24,2024-25). F.Y 2025-26 till date audited statements may be submitted as well for the reference.
- Prior experience in the Govt. Sector/Educational institutions of national and international repute in hospitality shall be preferred.
- MSME registered bidders need to apply the tender as per the Haryana Govt. applicable MSME policy.
- While submitting the Expression of Interest for the Mess / Events hospitality (on the letter head of firm according to the format at Annexure-A), the Bidder must submit the details along with all required supporting documents showing their experience, financial solvency, etc. without which the bid will not be considered.
- **Any exemption from the Tender fees / EMD / needs to be supported by the latest appropriate Haryana government issues document / letter / policy.**



10. Scope of Work of the Services: -

The different facilities and services intended by the authority and to be provided by the bidder are mentioned below:

- Mess operations in Boy's Hostel
- Mess Operations in Girl's Hostel
- **NOTE - Cooking of all the meals of both Girl's & Boy's hostels mess will be done in their respective designated kitchen allocated in both the hostels to ensure the freshness & hot meals.**
- During events service provider has to cater Breakfast, Lunch, Snacks, Beverage, Dinner and similar arrangement for official meetings in SVSU from time to time, which may include High Tea, Lunch/Dinner/Breakfast Buffet/Packed Lunch / Open Lunch etc.
- Meals for the guests at Guest house & Transit accommodation at Dudhola campus.
- Preparation of List of Food Items/ Recipe/ Menu and approval of rates from the Shri Vishwakarma Skill University before introducing it.
- Deployment of adequate manpower, materials, equipment, cutlery, crockery, consumables etc. to run the Mess & Events smoothly.
- Procure necessary permits, licenses from the concerned Authorities required for running the facilities
- Serving of Tea/Coffee/Meals/Snacks/Buffer for SVSU official meetings and/or as ordered by the management / officials from time to time within the office.
- The Contractor may be required to serve tea/coffee/cold drinks, snacks, and lunch etc. on regular working days as well as in the various official meetings, programs, seminars and functions organized by SVSU from time to time and also serve people visiting SVSU in connection with various work events as well.
- Caterer Shall have to arrange for all Buffet tables, Crockery, Cutlery, Glassware, Kitchen Utensils, Serving-ware, all consumables, and required small food production equipment such as microwave, freezer, oven etc. as per requirement at its own cost.
- The service personnel, cook etc. deployed by the caterer must be well qualified and experienced for the job and trained in hospitality services.
- The disposal of waste generated from food & canteen operations will be on part of contractor and same to be disposed of outside university campus as per govt. rules for disposing waste.
- SVSU will not be responsible for life, safety and any accidents for the workers of the Contractor inside the premises of SVSU.
- In case of inspection by civic authorities the contractor will have to satisfy the provision of law and will bear penalties if any, levied.
- No female employee will be deployed after 6.00 PM
- No staff will stay in the campus after the day operations are over and stay arrangements of staff to be managed by the Contractor.
- **The contractor has to ensure to deploy the maximum Female staff in the Girl's hostel mess kitchen**
- The timings for mess & hospitality services will be intimated when the services start.

11. Specific Terms & Conditions related to above Procurement of Services: -

- The Contractor shall be responsible for the proper upkeep and maintenance of the furniture and fixtures provided by the University.
- **For keeping eco-friendly environment, the following initiative should be taken by the contractor as:**
- Provide chemical free products.
- Use cloth and less paper use.
- Don't waste water.
- Use energy star equipment.



- Effective recycling and compost programme.
- Provide reusable utensils
- Availability of seasonal and fresh fruits juice for branded company.
- University will provide electrical supply on chargeable basis in kitchen, however, in case of any electrical failure or in any other emergency in the kitchen or cooking area the contractor should have electrical backup or power cut etc. to run their appliances to avoid any food delays.
- Cooking and serving utensils and cutlery will be provided by the contractor and will be maintained by him in clean and hygienic conditions and replace the broken or dirty ones.
- **The Contractor will have to depute individual Supervisors for the cafeteria / Mess, who should always be present on the duty. He will engage staff over the age of 18 years in accordance with labor laws. Will depute Female supervisor & maximum staff for Girls Mess.**
- The Contractor shall keep the entire premises, utensils, crockery etc. clean, neat and hygienic. He will ensure that furniture of the Mess premises, crockery and cutlery, utensils, kitchen Mess, wash basins, drainage system washed and cleaned in hygienic way as directed by authorized representative. It shall be the responsibility of the contractor to maintain the Mess clean, neat and hygienic in eco-friendly manner, for the purpose he is required to engage adequate staff. The dining & cooking / store area including dining tables / floors of dining rooms in the campus/ guest house / Mess will be cleaned and managed by the catering Contractor.
- The Contractor shall be responsible for arranging the cooking gas, stoves and any other item required for catering and fooding services, for cooking and maintenance of the same
- All food to be cooked in RO water with desired TDS and same need to be installed and managed by the Contractor. However, University will provide the regular water on Chargeable basis (if any) for cleaning utensils purpose only and charges to be paid by the Contractor.
- All basic needs like cooking aid, manpower etc. will be arranged by the Contractor himself.
- The quality and quantity of the food served by the contractor shall confirm to the quality standards (A few makers of the material mentioned in the Annexure- M). All the bills for purchase of consumables & non- consumable items should be towards the name and claim of the Contractor. The Contractor is not permitted to purchase the items in name and account of the University.
- The Contractor shall have no claims of any type of cost increase during the contract period towards the University on account of any consequences like the imposition of restrictions or regulations by any local/ public bodies or such other unforeseen acts of the God, strikes, lock outs etc., which may happen beyond the control of the University
- The Bidder is requested to read and understand the documents carefully and sign each and every page indicating that he has read all terms and conditions as mentioned in the Bid document
- The Contractor or designated representative of the contractor should be present in the Mess / Kitchen during preparations/ services of the meals and shall be responsible for attending the disputes/ mistakes/ complaints regarding meals preparation and services.
- The Contractor shall get the Pest Control done in the area of his work every week and report to be submitted to the university officials.
- The Contractor shall arrange to install Fly Catcher / Air Curtains in the Mess / Dining halls
- The ration and material used for food preparation shall be as per the (Annexure-M) attached with this tender document.
- The contractor will provide the plan for waste management. The disposal of the food waste/non-food waste generated from kitchen/Mess will be done by the Contractor at his own cost. "Non-compliance of Statutory guidelines/rules/regulations/directions etc. issued by the Local bodies/Govt. or the University may attract Penalty clause and same shall be borne by the Contractor.
- A suggestion and complaint box shall be placed at mess and register to make entries of the same and produce to the managing officer.



12. Payment terms/ mode: -

- Payment shall be made within 30 days in normal condition on submission of bill in for the items purchased by the University for any events, get-together etc. conducted by the University. The caterer must take order for such event only from the person Authorized by SVSU for the purpose.
- The day to day sales payment consumed by students, staff, guests will be collected by the contractor directly from the consumers. The University will not be responsible for any payment against sale of items to the individuals.
- In case of billing to the SVSU, Income Tax / Sale Tax/GST as applicable, if any, as per Tax rules shall be deducted from the monthly bills of the Contractor/firm at source. The GST wherever applicable shall be extra. No GST will be billed or paid on the items where it is already charged ie. on MRP billed items.
- All payment to the firm/contractor shall be made through electronic mode- NEFT/RTGS. For this, the firm/contractor will provide complete bank details like Name/ Branch of Bank, Account Number, IFSC Code & Type of account etc. RTGS/ NEFT Charges are to be borne by the Contractor/ supplier.

13. REGISTRATION: -

The bidder / contractor must be registered for various acts applicable in the area at the time of bidding and at the time of entering into contract with SVSU.

14. CONTRACT PERIOD: -

The contract shall remain **in force for a period of Two Year** from the date of start of the work. However, the University Reserves the right to extend the period of the Contract for another **ONE YEAR** on the same rates, terms & conditions with mutual agreement /consent. The Contractor will have to vacate the premises immediately in the same condition as provided at the time of handing over at the time of conclusion of the Contract Agreement.

15. TERMINATION OF CONTRACT: -

The contract may be terminated by Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana only without assigning any reason thereof by giving one month's notice in writing in advance. The Contractor shall be responsible for all the liabilities incurred by him including the wages for the workers/servants for the period of Contract and after the termination of Contract so far on the servants engaged by him for running the Kitchen/Mess.

In case, it is found that the Contractor is following some unethical practices or is responsible for providing unhygienic or contaminated items the University reserves the right to terminate the contract at any time or at any stage during the period of contract by immediately without giving any notice. The SVSU shall forfeit the Performance Bank Gurantee deposit and any other dues to the Contractor.

16. DUTIES & RESPONSIBILITIES OF THE FIRM/ CONTRACTOR (General); -

- The firm to whom the work order is awarded will have to provide the Mess/Hospitality Services as per Rate Contract issued by **Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana within 15 days of issue of Request/Requirement**

17. Documentation: -

- The firm/ contractor shall submit the photocopy of the following documents along with originals for verification by the concerned officer of the University. Original documents shall be returned to the owner after verification.
- FSSAI License.
- ESI Registration certificate.
- PF Registration certificate.



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- Labour License.
- GST Registration certificate.
- Municipal Food License.
- Trade License / Firm establishment Registration no
- Authorization certificate (containing the attested specimen signature) to sign this bid. *If applicable*
- IN case of partnership/ private ltd relevant documents in support are to be attached by the bidder.
- Experience certificate/ Work order in hospitality sector (if start-up submit the proof)
- Client List along with work order.
- If the firm/ Contractor fails to provide the services within the stipulated period OR his services are found to be unsatisfactory at any stage; the University will be entitled at its option: -
 - ❖ Either to cover the damages of non-execution/ delay and to get the same executed from some other source(s) at contractor's risk and cost besides intimating Shri Vishwakarma Skills University, Haryana for taking action as per the conditions of the rate Contract which includes Blacklisting of the firm and forfeiting the performance bank guarantee. OR
 - ❖ To get the work completed departmentally OR through any other agency purely at the risk and cost of the first Contractor. In that case no payment is liable to be made for the work already done besides intimating the Shri Vishwakarma Skills University, Haryana for

taking action as per the conditions of the rate Contract which includes Blacklisting of the firm and forfeiting the performance bank guarantee.

- ❖ To take the legal remedies to recover the balance amount, if left.
- The Contractor shall be responsible for all the risks involving liabilities and obligation arising out of this contract and liable to pay as per provision of law in f o r c e from time to time.
- During the period of this Contract the Mess/Official events hospitality shall be at the exclusive disposal of the concerned office of the University.
- The Contractor Supervisor should have a mobile phone for two-way communication with outgoing facility.
- The Owner of the Contract shall ensure that the workers are punctual and vigilant in performance of their duties. Further the Owner shall engage/ supply physically/ medically fit worker.
- All the workers deployed by the firm/ Contractor shall be issued proper laminated ID cards who shall prominently display their identity cards while on duty and should be dressed in proper uniform.
- In the event of theft, loss, accident or any dispute with any Local Govt. Authority. The concerned University/ Organization shall not be responsible and firm/ Contractor will settle the claim himself at his risk and cost.
- All duties/ taxes/ fees levied/ permit charges, whatsoever, payable in consideration of the trade or otherwise for relative thereof, shall be at the cost of the firm/Contractor. If there is any increase in the existing taxes or new taxes are levied by the Govt. during the period of Contract, no extra claim shall be paid and all the expenses shall be borne by the firm/ Contractor. The University is not liable to meet such expenses.

18. Penalties/ Deductions

- In case of non-performance/ violation of Services Agreement: - The Competent Authority in University/ Organization with whom the concerned Facility is attached can levy the below mentioned penalties/ deduction in case of non-performance/ violation of Services Agreement as per details given below.
- Unclean Mess /Canteen or utensils/ Smell in the kitchen/ Mess (i) Rs. 200/- for the first time (b) Rs. 500/- per day for the second consecutive day and beyond as pointed out by the controlling officer of the contract;
- For non-providing of services on time: - The contractor has to maintain the timings strictly. The late arrival of the Mess staff shall be viewed seriously and a penalty of Rs.



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- 200/- per hour of delay on each occasion shall be imposed, if the reason of late arrival is found unsatisfactory;
- **Breakdown of services:** - In case any of the services fails or break down or otherwise, the firm/ contractor shall be responsible to provide alternate services within ONE-HOUR, otherwise the University will have rights to make alternate arrangement at the risk and cost of the contractor after imposing the penalty of Rs. 500 /- for each such case.
 - **Recurrent malfunctioning/dissatisfactory condition of the Services** - The Contract shall be cancelled and security deposit will be forfeited.
 - **On misbehavior by the Worker:** - Fine of Rs. 500/- per default may be imposed. If the misbehavior continues, then the Worker will have to be changed by the Contractor. If the Contractor does not change the Worker within 3 days' time, a penalty will be levied of RS. 1000/-per day.
 - For violation/ breach of any of the condition of the Contract a penalty of Rs. 1000/- per default may be imposed and/or Contract may be terminated or performance bank security may be forfeited. In case of blacklisted, Contractor shall be debarred for next three years for participating in tender process of the University.
 - The Competent Authority who can levy the above mentioned penalties/ deduction will be the officer/ office with whom the concerned Mess /Facility is attached.
 - **Penalty to firm on Delay in delivery:** - If the firm/ Contractor fail to provide the services within the period prescribed for such delivery of service procurement stipulated in the Rate Contract order, the delayed services will be subject to maximum 10% penalty of the order value.
 - The time to time maintenance of Mess, kitchen, equipment, consumables will be the responsibility of the Contractor.
 - The University reserves the right to claim adequate compensation from the firm/ Contractor on account of any damage caused to the human or the equipment/ machinery due to negligence or careless handling of the equipment, electricity by the workers or the firm/ Contractor.
 - Any injury/ accident to worker or to any other person due to lapse on the part of the Contractor shall be the responsibility of firm/ Contractor.
 - The firm/contractor shall make alternative arrangements for the worker when on rest days, so that the work shall not be affected
 - The duties period of the deployed workers will be as per the office hours of the University /Mess or beyond if required.

19. Indemnification:-

The firm/contractor shall **furnish an under taking on Non Judicial stamp** paper or appropriate value to the effect that he shall comply with all the Acts, Laws or Regulations as may be applicable with regard to performance of work, including but not limited to the Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, ID Act, Shops and Establishment Act, Factory Act, Workmen Compensation Act etc. from time to time and take such steps as may be directly responsible for any dispute arising between him and his drivers/ workers and keep the University indemnified against all losses, damages and claims arising there from.

20. Contract Agreement:

The Owner / firm/ Contractor shall have to execute a Contract agreement on Non-Judicial stamp paper worth Rs. 100/- on the prescribed Performa with the Authorized officer of the University who will represent as Principal Employer.

21. Standard Terms and Conditions

EMD:-

- The firms/ Bidder/ contractor are required to deposit Earnest Money (Rupees One Lakh Only) as indicated above failing which the tenders are liable to be rejected. Haryana Public Sector Enterprises and "approved sources" as declared by the Department, Haryana, are exempt from the deposit of EMD.
- While submitting bid, the BIDDER shall deposit an amount mentioned in tender document



as Earnest Money, with the Institute through the following instruments:

- The Bidder should submit an EMD amount online. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful Bidder after the award of the Purchase Order. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque etc. shall not be accepted.
- No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.
- **Refund of EMD:** The EMD will be returned to unsuccessful Bidders only after the award of Purchase Order. **In case of successful Bidder, EMD will be returned after the submission of Performance Bank Guarantee.**
- EMD will not be refunded, if the order is not accepted by the person who have been awarded the Contract. In case, the offer is accepted, but not honored by the Bidder, the EMD will be forfeited. The EMD will also be forfeited, if wrong information is furnished or any vital information is concealed in the tender document.
- If the tenders are cancelled or recalled on any grounds, the EMD will be returned to the bidder.

22. Performance Security: -

- The successful tenderer/ Bidder/ firm/ contractor shall be required to deposit Performance Security Deposit for Rs. 5,00,000/= (Rs. Five lakhs Only) The performance security submitted in the shape of Bank Guarantee of any scheduled bank with branch in Palwal, within 21 days from the date of receipt of the purchase order. The Performance security in other form viz., FD/Term Deposit Receipt etc. shall not be accepted. (Specimen of bank guarantee bond required to be furnished on Rs. 15/- Non Judicial Stamp Paper is enclosed as valid for a period beyond six month or more, from the date of expiry of the stipulated Rate Contract **in favour of Shri Vishwakarma Skill University, payable at Dudhola, Palwal.** The Bank Guarantee shall have to be got extended by the tenderer/ bidder/ firm/ contractor, if so desired by the Shri Vishwakarma Skill University, Palwal, Haryana, till it is surrendered/ released/ returned or invoked/ en-cashed by the beneficiary i.e. Shri Vishwakarma Skill University.
- It will be returned after successful performance of the contract agreement after deduction of charges if any, due towards the University.
- Performance Bank Guarantee is mandatory.
- If the supplier shall not submit the performance security within 21 days from the date of receipt of Work order / LOA and if there is delay in submission of performance security, purchase order may be cancelled. The Competent Authority may accept the performance security after the above mention deadline of 21 days' subject to submission of justification by the Bidder, however the decision of the Competent Authority is final in this regards.
- The successful Bidder is entirely responsible for due performance of the contract in all respects according to the meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- The performance bank guarantee shall be kept valid during the period of contract.

23. Negotiation of Rates: -

Regarding negotiations of rates quoted by various bidders/ firms/ contractors, policy issued by the State Government vide G.O No. 2/2/2010- 4-1B-II of dated 18.06.2013 (Annexure-N), G.O No. 2/2/2010-4-1B-II of dated 16.06.2014 (Annexure-O), G.O No. 2/2/2010-4-1B-II of dated 09.02.2015 (Annexure-P), G.O No.14/26/2023-6FA (Annexure -Q) will be applicable. The policy guidelines are available at <https://haryanaeprocurement.gov.in> on home page under section as Tender Forms."



24. Cartel Formation:

In case of evidence of cartel formation by the Bidders(s), the EMD is liable to be forfeited along with other actions as are permissible to University like filing complaints with the Competition Commission of India and / or other appropriate forums.

25. Arbitration:

In case of dispute between two parties with respect to terms & conditions of this agreement, in the first instance the same shall be resolved amicably. In case, if they fail to reach a resolution then the matter will be referred Arbitrator appointed on mutual constant of both parties. If the parties failed to appoint sole Arbitrator with mutual consent, then there shall be three Arbitrators, each party shall appoint one Arbitrator and two appointed Arbitrator shall appoint the third Arbitrator who shall act as the Presiding Arbitrator and decision shall be binding on both parties. Procedure shall be followed in accordance with the Arbitration and conciliation Act, 1996 or applicable amendments in the Act time to time. The language of arbitration shall be English. The place of arbitration shall be at Palwal, Haryana.

26. Jurisdiction: -

All disputes will be settled within the exclusive jurisdiction of the District court at Palwal.

27. Force Majeure:

- The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Contractor fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the Contractor shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the Contractor in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28. Risk Purchase Clause:

- In event of failure of supply of the item/equipment within the stipulated delivery schedule, the Contractor has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

29. OTHER TERMS AND CONDITIONS:

- All documents to be submitted by the tenderers with their offer should be self-attested in case the same are copies of original documents.
- The Earnest money of the tenderers will be forfeited to University account and blacklisting/ debarring besides other penal action, if they withdraw their offer/ rate or modify the terms & conditions of the same at any time during the validity of their offer before acceptance.
- The Financial bid/s of only those bidders/items will be opened who qualify on the basis of their Technical Bids. The date & time of opening of the financial bids will be intimated in the due course.
- The offer without prescribed earnest Money, tender Fee & E- service fee is liable to be



summarily rejected. The deficiency in the remaining documents and tender requirement can be made subject to the decision by Shri Vishwakarma Skills University.

- Quoted rates will remain valid during the entire contract period & can't be modified / increase during the agreement period.
- The Contractor will provide Uniforms with shoes, gloves, any other safety gear required and Identity cards to all the workers employed and they must be in uniform and identity cards during their duty hours. All the staff will be clean shaved on daily basis.
- The workers and supervisor will have short hair, trimmed nails, cook must wear a cap following all the hygiene, and free from any illness while on duty.
- For medical fitness they will have to individually produce fitness certificate from a certified MBBS doctor which will be renewed every 6 months.
- The Contractor will have to pay the salary and all dues to his employees and will deduct employee's share of PF and ESI from the wages to be paid as per applicable rules. He will have to comply with all provisions of the EPF act 1952 and ESI as revised from time to time. The contractor would be covered under the EPF and MF (Miscellaneous Fund act) act 1952 and ESI.
- **Electricity charges /Water Charges for the kitchen usage area are to be paid by Contractor as per actual.**
- The vendor will be given a space around as designated for Mess /Kitchen at the University Campus.

30. Additional Terms and Conditions:

- Bidders may please quote their unconditional rates strictly in the BOQ. The price quoted in the Financial Bid shall remain valid during the contract.
- No advance payment, in any case, would be made to the firm.
- The supervisor and workers provided to Shri Vishwakarma Skill University shall not be changed except under compelling circumstances and after prior consent of the University.
- The EOI has to be accompanied by a bid document fees (Tender Fee + E-Service Fee) + GST of (Rs. 2000/- + 1000/-) + 540/- = 3540/- (Rupees Three Thousand Five Hundred Forty only) and Earnest Money Deposit of Rs. 1,00,000 (Rupees One Lakh only). The successful Bidder will have to deposit a **Security Amount of Rs. 5,00,000/-** (Rs. Five lakhs. only) with SHRI VISHWAKARAMA SKILL UNIVERSITY, in the form of Bank Guarantee in favor of the SHRI VISHWAKARAMA SKILL UNIVERSITY, Village Dudhola, Palwal FOR the due fulfilment of the contractual obligations which is refundable without any interest on termination of the contract after deducting any penalty/ any liability imposed by this office on account of unsatisfactory services.
- The University reserves the right to reject any or all the quotations without assigning any reason thereof.
- Bids incomplete in any respect shall be liable to be rejected.
- The agency must have a 24 hours working telephone system so that the agency can be telephonically contacted at short notice and at odd hours and on holidays, in case of requirement of services. It would be essential for the contractor to have 24*7 mobile phone so that they could be contacted for duty.
- L1 will be selected on the basis of the quoted lowest total amount in BOQ.
- Tender committee may negotiate with the L1 Bidders of each, any or cumulative category.
- If the Contract is terminated in between the contract period and L2 will be awarded the contract, the period of contract with L2 will only be for the remaining period of two-year term.



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The tenders will be opened in the office of Deputy Registrar (P&S) Shri Vishwakarma Skill University, Dudhola, Palwal in the presence of bidders/ their representatives who may like to be present. The quotations received without application fees and the earnest money deposit will not be entertained and will be summarily rejected.

- The Office reserves the right to cancel the contract at any time without assigning any reasons whatsoever.
- The bid document should be signed by the bidders on each page in ink and mention at the last page of the bid document "The above terms & conditions laid down in the bid document are acceptable to us and will be binding on us" and countersign the same.
- Under no circumstances can this contract be sublet by the contractor. All tender document pages to be stamped & signed by the bidder accepting all Terms& Conditions mentioned.

Signature of Bidder

Name:

Designation:

Organization Name:

Contact No & E-mail ID -----



Technical Bid Annexure – A

Online Bid Submission:-

Online system shall be followed, i.e.

- Please note that in any case if price-bid/Financial Offer submitted manually then bid shall not be accepted.
- Only those proposals will be considered for opening, who have submitted their BID online by due date/time (as specified in Tender Document).
- The Online bid complete in all respect. The following checklist is for the convenience of the bidders. Kindly check the following points before submitting the bids.

Content	Document Submitted (Yes/No)	Page No.
Have submitted EMD and TENDER+ E-Service charges on e-Procurement Portal?		
Whether the all pages of the proposal have been signed with seal of firm by bidder/authorized signatory and uploaded the scanned copy (PDF format.)		
Have submitted the Company/Firm Registration		
Have submitted copy of PAN No. GST Reg No. TAN (if applicable) FASSAI Reg. EPF Regn ESI Regn no. Labour License (if applicable) Any other service specific Regn no.		
Have you checked the eligibility Criteria and Submitted the relevant documents as proof on e-Procurement Portal?		
Have submitted the List of Government organizations/ Department/PSU and Private Organizations where the same services have been supplied (in last four years) along with their contact numbers Note: The bidder(s) are required to submit proper proof		
Have submitted the audited Financial statements and Income Tax Return Copy showing their net balance / Profit for last three financial years(out of last 4 previous financial years, for financial eligibility.)		
Have submitted the authority letter for signing the proposal on behalf bidder on e-Procurement Portal?		



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Have submitted the authority letter for use of digital signature on e-Procurement Portal?		
Have submitted the Details of Electronic Fund Transfer/RTGS Transfer		
Have submitted the Affidavit regarding delisting/blacklisting, demobilization etc.		
Whether the TENDER corrigendum (if any) has been signed by bidder/authorized signatory and submitted on e-Procurement Portal?		
All documents to be submitted by the firms should be duly self-attested in case these are copies of the original documents. No unattested documents will be entertained.		
Have submitted the financial bid as per BOQ.		

(Signature with Seal of the Bidder)

Name: Designation:

Organization Name: Contact No.:



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ANNEXURE-B

<< Organization Letter Head >> DECLARATION SHEET

Wehereby declare that all the information and statements made in this Proposal are true and accept that any misleading information contained in it may lead to our disqualification. I have gone through the specifications, conditions and stipulations in details and agree to comply with the requirements and intent of specification.

This is certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, bidder has agreed to support on regular basis. We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking in the last three years.

Name & Address of the Bidder with Phone No. & E-mail ID	
Name, Address & Telephone Number of the proprietor	
Location of the office with telephone No. and address	
Contact Person Name	
Mobile Number	
GST Number	
PAN Number	

Attachment:

Power of Attorney in the name of authorized representative to be enclosed.
Affidavit(s).

(Signature with Seal of the Bidder)

Name:

.....

Designation:

.....

Organization Name:

..... **Contact No.:**

.....



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ANNEXURE-C

<< Organization Letter Head >>

LIST OF GOVERNMENT ORGANIZATION/DEPARTMENT/PSU

List of Government Organizations/Department/PSU/ Pvt. sector for whom the Bidder has under-taken such work during last four years (must be supported valid proof) self attested.

Sr. No.	Name of the organization	Name of Person	Contact	Contact No.

-
-
-
-
-

Signature of Bidder

Name: Designation:

Organization Name:

Contact No.:



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ANNEXURE-D

<< Organization Letter Head >>

LIST OF PRIVATE ORGANIZATION

List of Private Organizations for whom the Bidder has under-taken such work during last four years (must be supported with valid proof) self-attested

Sr. No.	Name of the organization	Name of Contact Person	Contact No.

-
-
-
-

Signature of Bidder

Name: Designation:

Organization Name:

Contact No.:



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ANNEXURE-E

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT PALWAL OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT PALWAL OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT PALWAL. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,
The Registrar

Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana
India

LETTER OF GUARANTEE

WHEREAS Shri Vishwakarma Skill University, Dudhola (Buyer) have invited Tenders vide

Tender No.: Dated:
For purchase of

.....
and whereas the said tender document requires that any eligible successful Bidder (seller) wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **"Shri Vishwakarma Skill University"** in the form of Bank Guarantee for Rupees

.....
and valid till **One Year Six Months** from the date of issue of Performance Bank Guarantee that may be submitted within 21 (Twenty-One) days from the date of acceptance as a successful Bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said Bidder (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to Shri Vishwakarma Skill University, Gurugram on demand and without protest or demur Rupees

.....
This bank further agrees that the decision of SVSU, (Buyer) as to whether the said Bidder (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank & branch)
hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder (Seller) and/ or Shri Vishwakarma Skill University, (Buyer).

Notwithstanding anything contained herein:

1 . Our liability under this Bank Guarantee shall not exceed Rupees.
..... (Indian Rupees only).

This Bank Guarantee shall be valid up to (date).

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if Institute serve upon us a written claim or demand on or before
. (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be



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enforceable at our branch office at

..... situated at
(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Instruction to Bank: Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.



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ANNEXURE-F

<< Organization Letter Head >>

MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Date:

The Registrar

Shri Vishwakarma Skill University, Palwal.

Sub: Authorization for release of payment / dues from Shri Vishwakarma Skill University, through Electronic Fund Transfer/RTGS Transfer.

Name of the Party/Firm/Company/Institute:

Address of the Party:

Line 1:

Line 2:

City:

Pin Code:

E-Mail ID:

Mob No:

Permanent Account Number (PAN NO.):

.....

Particulars of Bank

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a Cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code:(11-digit alphanumeric code)			
Account Type	Saving ☐	Current ☐	Cash Credit ☐
Account Number			



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DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Registrar, Shri Vishwakarma Skill University, responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place:.....

Date:

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date:

Signature of the Authorized Official from the Bank

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.



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ANNEXURE-G

<< Organization Letter Head >>

Financial Proposal (to be submitted online only) Financial Proposal

To

The Registrar,

Shri Vishwakarma Skill University, Haryana, Village Dudhola, Palwal (Haryana).

Sub: Financial Bid /proposal for “_____”

Dear Madam/Sir,

We are pleased to quote/submit our financial proposal for the “_____”. I/We _____ organization here with enclose the Financial Proposal for Empanelment of my/our firm for that tender. For TENDER, **our Financial Proposal submitted in BOQ on online procurement portal.**

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e. 180 days from the last date notified for submission of the proposal.

NOTE: Financial Proposal must be submitted online in BOQ format only. If financial bid submitted manually than bid shall not be accepted in any circumstances.

Signature:

Name:

Business Address:

.....

Affix Rubber Stamp:

Place:

Date:



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ANNEXURE-H

Affidavit regarding delisting/blacklisting, demobilization etc.

||SPECIMEN

AFFIDAVIT||

(On Non Judicial Stamp of Rs. 100/-)

To

The Registrar,

Shri Vishwakarma Skill University, Haryana, Village Dudhola, Palwal (Haryana).

In response to the Tender No. for

..... (Name of the Tender) dated
..... for quoting against the Tender as an
owner/Director/Proprietor of M/s

I/we _____ who is/are _____ (status in the firm/company) and competent for submissions of the affidavit on behalf of M/S _____ (Organization/Manufacturer/authorized dealer/distributors/agent) do hereby solemnly affirm an oath and state that:

The firm/agency should not be black-listed/de-listed/debarred/ demobilized for poor or unsatisfactory performance from any project by Govt. of India/Any other State Govt./Haryana Govt. or its Departments/agencies etc.

Signature with Seal of the Deponent (Bidder)

I/we, _____ above deponent do hereby certify that the facts mentioned in above are correct to the best of my knowledge and belief.

Verified today _____ (dated) at
_____ (place).

Signature with Seal of the Deponent (Bidder)

Note: Affidavit duly notarized in original shall reach the Office of Registrar, Takshila Bhawan, Shri Vishwakarma Skill University, Village - Dudhola, Palwal Haryana, as per Physical Submission Date mentioned in the Key- Dates.



SHRI VISHWAKARMA SKILL UNIVERSITY

(State University enacted under the Government of Haryana Act 25, 2016)

ANNEXURE-I

(AN AGREEMENT BETWEEN SHRI VISHWAKARMA SKILL UNIVERSITY AND THE CONTRACTOR/SERVICE PROVIDER)

Shri Vishwakarma Skill University (SVSU), Enacted under Government of Haryana Act No.25 of 2016 having its campus at Village Dudhola, Palwal, Haryana represented through its authorized signatory

..... (**Name of Registrar**), Registrar (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as **SVSU** or Owner or the **First Party** And Firm Name having its office at through its authorized signatory (**Name & Post**), (which expression shall unless repugnant to the context or meaning there off includes its successors and assigns) here in after referred to as execution Manufacturers/Authorized Dealers/ Distributors/Agent or the **Second Party**.
Whereas SVSU has invited Tender No. for

..... (Name of the Tender) dated and M/s (Firm Name) submitted its proposal in this regard. SVSU after considering its negotiation offer has decided to engage (Firm Name) as execution agency for Tender No. for
(Name of the Tender) dated

Firm Name (Execution **Agency**) is hereby agreed to take the Tender No. for (Name of the Tender) at the quoted negotiation rates, terms and conditions contained the TENDER, Work Order/Purchase Order and duly communications of the above said work.

Now, therefore, in consideration of the mutual covenants herein contained, it is hereby agreed between the parties as follows: -

The agreement shall come into force immediately and shall remain valid until the final completion of the job or cancelled by the Bidder (The Registrar, Shri Vishwakarma Skill University, Haryana) as per the time schedule described in the tender document.

All the terms and conditions contained in the Tender No. for (Name of the Tender) dated shall be the part of this agreement.

Firm Name (execution **Agency**) hereby declare that I shall remain bound and abide by the rates, terms and conditions of the aforesaid as well as TENDER, Work Order/Purchase Order and duly communications of the above said work. The contractor shall hand over the possession of the said premises after the expiry of the contract in the same condition as taken over by him except normal wear & tear.

In Witness Whereof, the parties here to have caused this agreement to be signed in their respective names as of the day and year first above written.

Signed by

Buyer: SVSU, Palwal

Signature with seal

Date & Place

In presence of (Witnesses)

Bidder:

Signature with seal

Date & Place

1.

2.

*Note-This Contract is to be signed on Rs. 100/- Non Judicial Stamp paper within 15 days after receiving purchase Order/Work Order from buyer. (Please put the initials at each page)



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Annexure - J

TECHNICAL INFORMATION OF THE BIDDER

Name of the Bidding firm :

Office Address :

Mobile Number :

E-Mail Address :

Name & Designation of authorized representative(s) with Phone/mobile No.:

Registration Certificates (Please enclose relevant valid certified copies in support):

SN.	Description	Details to be furnished by the Bidder	Page No in your EoI/Bid
1.	FSSAI License (Mandatory)		
2.	PF Registration No. District & State (Mandatory)		
3.	ESI Registration No. District & State (Mandatory)		
4.	Labour License (if applicable)		
5.	Municipal Food License (FDA) (if applicable)		
6.	PAN card (Mandatory)		
7.	GST registration no. (Mandatory)		
8.	Trade License/Firm Establishment Regn. No (Mandatory)		
9.	Authorization Certificate (containing the attested specimen signature) to sign this Bid/EoI document (Mandatory)		
10.	In case of partnership/private limited, relevant documents in support are to be attached by the bidder (Mandatory)		
11.	Experience in hospitality sector (if startup, Submit proof)		
12.	Client List		

Seal and Signature of Bidder



Annexure – K - BOQ

Sr. no.	Lunch / Dinner Buffet options for university events (Unlimited)	Price (in Rs.)
1.	1 Paneer Sabzi +1 Seasonal Sabzi + 1 Dal + Rice / Pulao + T a w a Roti + G r e e n Salad + 1 Sweet + Raita/Dahi + Papad + Chutney + 220 Ml water bottle	Per Pax
2.	1 Paneer Sabzi + 1 Seasonal Sabzi + 1 Gravy Sabzi + 1 Dal + Rice/ Pulao + Tawa Roti + Salad + 1 Sweet + Raita/ Dahi + Papad + Chutney + 220 Ml water bottle	Per Pax
3.	1 Paneer sabzi + 1 Gravy Sabzi + 1 Seasonal sabzi + 2 types Dal + Rice / Pulao +Tawa Roti + 2 types of Salad + 2 types Sweets + Raita/ Dahi + Papad +Pickle + Chutney +220 Ml water bottle	Per Pax
4.	1 Paneer Starter + 1 Veg Starters + 1 Soup + 1 Paneer Sabzi +1 Seasonal Sabji + 1 Gravy Sabzi +2 types Dal + 2 types of Rice/ Pulao + Live Tandoor & Tawa roti (For Breads) + 2 Salads + 2 Sweets + Raita/ Dahi + Papad +Pickle +220 Ml water bottle	Per Pax
5.	Packed Lunch / Dinner Thali (General) – One Dal + One Vegetable +04 Roti + Rice + One sweet+ Salad & Raita + 220 Ml water bottle	Per Thali (Including Packing charges)
6	Packed Lunch / Dinner Thali (Special) – One Dal + One Vegetable + One Paneer Sabzi +04 Roti + Rice + One Sweet +Salad & Raita + 220 Ml water bottle	Per Thali (Including Packing Charges)

Sr. no.	Hi-Tea Buffet options for university events (Unlimited)	Price (in Rs.)
1.	Vegetable Sandwich + Samosa + Bakery cookies + Tea & coffee + Burfi / Gulab jamun With ketchup / Sugar sachet + 220 Ml water bottle	Per Pax
2.	Vegetable Sandwich + Assorted veg pakoda + Bakery cookies + Tea & coffee + Burfi / Gulab jamun With ketchup / Green chutney / Sugar sachet +220 Ml water bottle	Per Pax
3.	Dhokla + Veg cutlet + Kaju Katli + Cut fruits + Jeera cookies + Tea & coffee With ketchup / Green chutney / Sugar sachet +220 Ml water bottle	Per Pax
4.	Vegetable sandwich + Fresh cut fruits + Assorted Pakoda + Cham Cham + Dhokla +Veg Cutlet + Tea & coffee With ketchup / Green chutney / Sugar sachet +220 Ml water bottle	Per Pax
5.	Packed Hi-Tea / Refreshment box – 1 sandwich + 1 samosa / pakoda + 1 juice tetra pack / frooti (150ml) + 1 wafer packet + 1 sweet (tissue & ketchup along) +220 Ml water bottle	Per Box



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Sr. no.	Breakfast Buffet options for university events (Unlimited)	Price (in Rs.)
1.	Poori bhaji / Chola Bhatura + Poha + Pickle + Tea & coffee + Cookies +220 Ml water bottle	Per Pax
2.	Stuffed paratha (Aloo / Gobhi / Pyaz) with curd & pickle + Namkeen Seviyan + Tea & coffee + Cookies + 220 Ml water bottle	Per Pax
3.	Stuffed paratha (Paneer / Aloo / Gobhi / Pyaz) with curd & pickle + Idly Sambar + Poha + Sweet Dalia+ Tea & coffee + Cookies +220 Ml water bottle	Per Pax
4.	Stuffed paratha (All options) + Poori Bhaji / Chola Bhatura + Medu Vada + Idly Sambar + Tea & coffee + Cut fruits + Cookies + Canned tetra juice + Butter bread toasts +220 Ml water bottle	Per Pax

Note –

- **Fresh coconut water to be arranged for VVIP visit's as & when asked. The same will be billed on the actual market price for per piece.**
- **For the VVIP visit's live Tawa/Tandoori roti provision to be done as & when asked.**
- **Strictly only handmade wheat & missi tawa roti / tandoori roti to be prepared.**
- **No machine made roti to be served.**
- **All Buffet items to be served with proper Bone-China crockery / cutlery/glassware/Chafing dishes/ manpower including serving staff and buffet tables with frills & cloth to lay down the food.**

Seal and Signature of Bidder

Signature of the Tenderer

Name:.....

Stamp



ANNEXURE- L

MESS MENU- Boy's Hostel (Per Pax/Student)

Day	Breakfast	Lunch	Dinner
Monday	Poha Bread Jam Tea & Milk 1 Banana	Rajma Masala Rice & Roti Cucumber raita Salad	Kali Masoor dal Aloo Jeera Rice & Roti Salad Halwa - Seasonal
Tuesday	Aloo paratha with Curd & Pickle Tea	White Choley Rice & Roti Lassi Salad	Mix dal Lauki Kofta Rice & Roti Salad Fruit Custard
Wednesday	Moong Dal Chilla with Chutney Bread Butter Tea & Milk	Yellow Dal Tadka Aloo Shimla mirch Rice & Roti Jeera Raita Salad	Matar Paneer Mix Veg Rice & Roti Salad
Thursday	Poori With Aloo Bhaji Tea & Coffee 1 Banana	Kala Chana Aloo soyabean Roti & Rice Mix Raita	Moong Dal Aloo matar Roti & Rice Salad Rice Kheer
Friday	Onion Paratha Veg sandwich Tea	Kadi Pakoda Aloo Jeera Rice & Roti Salad	Mix Dal Aloo Tamatar Rice & Roti Salad
Saturday	Chole Bhature Tea & Coffee 1 Banana	Dal Makhani Aloo gobhi Rice & Roti Raita Salad	Kadhai Paneer Dal Makhani Rice & Roti Salad Rasgulla / Gulab Jamun
Sunday	Pav Bhaji Banana Milk shake Tea	Masur Dal Ghiya Chana Rice & Roti Raita Salad	Chana Dal Bhindi Masala Rice & Roti Salad

Note 1 - "The above-mentioned dishes constitute the standard menu grid. To ensure regular innovation, the dishes will be revised periodically based on feedback and recommendations from the Mess Committee."

Note 2 - "The current average strength of both Girl & Boy's hostel is around 260. The same might increase or decrease during the contract period".

- ❖ The Meals served in Mess will be unlimited except fruit & sweets serving
- ❖ No machine made roti shall be served in the mess
- ❖ Mess Charges (To Be Quoted by bidders in INR.) Grand Total of 03 Meals per person =
- ❖ Breakfast -
- ❖ Lunch -
- ❖ Dinner -



MESS MENU- Girl's Hostel (Per Pax/Student)

Day	Breakfast	Roti + Lunch	Roti + Dinner
Monday	Poha Bread Jam Tea & Milk 1 Banana	Rajma Masala Rice & Roti Cucumber raita Salad	Kali Masoor dal Aloo Jeera Rice & Roti Salad Halwa - Seasonal
Tuesday	Aloo paratha with Curd & Pickle Tea	White Choley Rice & Roti Lassi Salad	Mix dal Lauki Kofta Rice & Roti Salad Fruit Custard
Wednesday	Moong Dal Chilla with Chutney Bread Butter Tea & Milk	Yellow Dal Tadka Aloo Shimla mirch Rice & Roti Jeera Raita Salad	Matar Paneer Mix Veg Rice & Roti Salad
Thursday	Poori With Aloo Bhaji Tea & Coffee 1 Banana	Kala Chana Aloo soyabean Roti & Rice Mix Raita	Moong Dal Aloo matar Roti & Rice Salad Rice Kheer
Friday	Idly Sambar Veg sandwich Tea	Kadi Pakoda Aloo Jeera Rice & Roti Salad	Mix Dal Aloo Tamatar Rice & Roti Salad
Saturday	Chole Bhature Tea & Coffee 1 Banana	Dal Makhani Aloo gobhi Rice & Roti Raita Salad	Kadhai Paneer Dal Makhani Rice & Roti Salad Rasgulla / Gulab Jamun
Sunday	Pav Bhaji Banana Milk shake Tea	Masur Dal Ghiya Chana Rice & Roti Raita Salad	Chana Dal Bhindi Masala Rice & Roti Salad

Note 1 - "The above-mentioned dishes constitute the standard menu grid. To ensure regular innovation, the dishes will be revised periodically based on feedback and recommendations from the Mess Committee."

Note 2 - "The current average strength of both Girl & Boy's hostel is around 260. The same might increase or decrease during the contract period".

- ❖ The Meals served in Mess will be unlimited except fruit & sweets serving
- ❖ No machine made roti shall be served in the mess
- ❖ Mess Charges (To Be Quoted by bidders in INR.) Grand Total of 03 Meals per person =
- ❖ Breakfast -
- ❖ Lunch -
- ❖ Dinner -



ANNEXURE - M **QUALITY OF INGREDIENTS AND OTHER ITEMS**

The ingredients used must be of reputed brands, some of which have been listed below. Only if the brand mentioned in the first column is unavailable, and university/ Competent Authority is convinced of the fact, then only the Alternative Brand may be used (in the order mentioned only)

Ingredients	Primary Brand	Alternative 1	Alternative 2
Butter	Amul	Vita	Britannia
Jam	Kissan	Tops	Patanjali
Bread	Britannia	Harvest	Patisserie
Oil	Fortune (Sun Flower)	Saffola	Sundrop
Ghee	Vita	Amul	Nestle
Tea	Tata Premium	Brooke Bond	Taj Mahal
Coffee	Nescafe	Bru	Tata
Milk	Amul (Gold)	Vita(Full Cream)	Amul (Shakti)
Tomato Ketchup	Kissan	Maggi	Heinz
Tomato Sauce	Kissan	Maggi	Heinz
Chilly Sauce	Kissan	Maggi	Heinz
Pickles	Nilon	Mothers Recipe	Mothers Recipe
Besan	Tata	Fortune	Harvest
Noodles	Nestle (Maggi)	Yippee	Top Ramen
Atta/Wheat	Ashiwad (FullWheat)	Rajdhani Chakki	Rajbhog Chakki
Cornflakes	Kellogs	Bagrry's	Patanjali
Salt	Tata	I-Shakti	Surya
Masalas	MDH	Everest	Catch
Paneer (Malai Paneer)	Amul	Vita	Mother Dairy
Rice	India Gate	Rajdhani	Taj Mahal
Dal	Tata	Safal	Patanjali

Notes:

- ❖ Only Basmati Rice will be used.
- ❖ Wheat/Atta must be approved by the Mess Committee / Officials.
- ❖ Brand of any other item required or, in case of non-availability of the above brands, will be mutually decided by the Committee with service provider.

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Directorate of Supplies & Disposals

Government Order

No. 2/2/2010-4-IB-II Dated 18.06.2013

Subject: Policy guidelines for procurement of Stores through Rate Contract System in substitution of G.O. No. 2/2/2010-4IB-II dated 20.04.2012.

As the officers in all Government departments and organisations are aware, procurement of Store Items is undertaken through 'Specific Store Item Indents' and 'Rate Contracts'. While the processes for 'Specific Indents' are fairly well standardized by now, it has been observed on the basis of experience of previous years that the system of procurement through 'Rate Contracts' need to be standardized.

2. The procurement of stores through 'Rate Contracts' is resorted in the following cases:

- (i) The said Store Item is required by multiple government departments/ organizations and it is not considered advisable to float individual tender inquiries by different departments/ organisations (e.g. Cement, Pipes, Vehicles etc.);
- (ii) The stores are required either by multiple agencies and/ or throughout the year on an on-going requirement basis and it is difficult to assess/ freeze the quantity requirements upfront in the tender (e.g. Distribution Transformers, Electricity Meters, Cables, Conductor, DI Pipes, Jute Bags, Medicines etc).
- (iii) The L₁ bidder may not have the manufacturing/ supplying capacity to execute the entire order (which may be the case in specific tenders also) or the indenting departments/ government may not consider it prudent to place the entire order on one single entity to minimize its risk/ dependence on a single source of supply.

3. It has also been observed that due diligence is lacking on the part of the indenting Departments regarding their requirements of the store items against the proposed Rate Contract period whereas the same is feasible to a large extent keeping in view the budgetary provisions though it is appreciated that these quantities may need to be varied for unforeseen reasons. Further, where the rate contracts are operated for multiple departments/ organisations, there is need to standardize the 'Technical Specifications' (TS), 'Qualifying Requirements' (QRs), and other General Terms & Conditions of the Rate

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Contracts (e.g. delivery periods, inspections and testing before acceptance of the Stores, payment clauses, provision for extension of period, Guarantee/ Warranty or AMC conditions (if applicable), penalties for delays, non-delivery or substandard quality etc. for the same. It is expedient in such cases to designate different Departments as the Lead Departments for determining the above parameters.

4. Keeping the above in view, following decisions have been taken:

- (i) The process of determination of 'Technical Specifications' (TS), 'Qualifying Requirements' (QRs), and other General Terms & Conditions of the Rate Contracts (e.g. delivery periods, inspections and testing before acceptance of the Stores, payment clauses, provision for extension of period, Guarantee/ Warranty or AMC conditions (if applicable), penalties for delays, non-delivery or substandard quality etc. will be finalised through an inter-departmental consultative process as per the details given in Annexure 'A'.
- (ii) Each indenting Department/ organisation shall indicate its minimum requirement of the store item during the rate contract period and the maximum estimated quantity, which should generally be not more than 1.5 times of the minimum quantity;
- (iii) The Rate Contract Indents for the store items mentioned in Annexure 'B' shall be communicated to the DS&D Office by 15th March every year so as to ensure that the process for procurement of the aggregated requirement of all the government departments/ agencies is initiated immediately in the month of March itself. The cut-off date of 15th March, has been decided keeping in view that the impact of the Union Budget is known by this time and the Departments are also generally aware of their budget provisions for the following year;
- (iv) The price discovery for the Rate Contract shall be generally determined based on the rates quoted by the L₁ bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up to L₃ bidder, if the difference between the L₁ quoted rates and those quoted by the L₂ and L₃ is within 5% of the L₁ quoted rates. In cases where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is

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accepted becomes the L₁ bidder. However, in such a situation, the original L₁ bidder shall be given one more opportunity to match the discovered price. In case of acceptance, he would be treated as the L₁ bidder.

- (v) On determination of the price discovery pursuant to the above process, a counter-offer would be made to all such eligible bidders whose quoted price is within 10% of the L₁ quoted price, for acceptance of the discovered/ offered price. Such of the eligible bidders whose quoted price exceeds 10% of the L₁ quoted price shall not be eligible for consideration on the Rate Contract.
- (vi) The bidders, agreeing to accept the counter-offer of the discovered price following the above process, may be approved on the Rate Contract.

5. As regards apportionment of the quantity of supplies, the finally determined L₁ bidder would be accorded due preference and the allocation of order may go up to 50% of the total ordered quantity subject to his offered quantity/ capacity to supply. The balance order may be apportioned amongst the other bidders on the basis of their offered quantity, capacity to supply, past performance etc. which may be decided by the HPPC on case to case basis.

6. These guidelines shall be applicable to all cases of Rate Contracts to be considered by the HPPC after the date of issue of these guidelines

Y.S. Malik
Principal Secretary to Government of Haryana,
Industries & Commerce Department.

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Annexure -A

Template for DNIT

The DNITs should be reviewed and re-designed along the following components/ parameters with a view to achieve standardisation:

Sr. No.	Details to be furnished by the Indenting Entity in their Indents	
1	Indenting Entity i.e. Department/ Organisation	
2	Description of the Store Items to be procured	
3	Rate Contract Item or Direct/ fixed quantity Indent Item	
4	Quantity (in case of fixed quantity indent)	
	Estimated quantity/value (in case of Rate Contract indent)	
5	Inventory position of the stores	
6	Period/duration for which rate contract is required	
7	Purpose for which the stores is/ are required	
8	Detailed Technical Specifications along with drawings and samples, if necessary (wherever ISI specifications exists, the same may be referred)	
9	Documents required to be submitted by the bidder in support of Technical Specifications viz. ISI/ISO Certificate, Test Report etc.	
10	Qualifying requirements/ Eligibility criteria of bidders	
11	Documents to be submitted by bidders in respect of each QRs/ Eligibility criteria	
12	Impact of Black-listing, debarring etc. of the bidder by Central Government/ Other State Governments/ Government Undertakings as on the last date of submission of bids	
13	Place(s)/ Destination where stores are required to be delivered [specify clearly as to whether the rates are to be invited on anywhere in Haryana basis or on specified destination(s) basis]	
14	Whether unloading of stores at destination(s) is to be arranged by the supplier	
15	Payment terms/ conditions	
16	Warranty/Guarantee requirements (Please specify clearly the period for which	

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Sr. No.	Details to be furnished by the Indenting Entity in their Indents	
	Warranty/Guarantee is required including the obligations of the supplier during the Warranty/Guarantee period as well as the penal provisions in case the supplier(s) fail(s) to attend/ rectify/ replace within the required period)	
17	AMC/ CMC requirements (Please specify clearly the period for which AMC/ CMC is required including the obligations of the supplier during the AMC/ CMC period as well as the penal provisions in case the supplier(s) fail(s) to perform as per the requirement)	
18	Certificate to the effect that the indenting entity has resources/ capacity to use/operate and the installation, including site preparation would be complete ahead of delivery (in case the purchase is of equipment/machinery)	
19	Probable sources of supply	
20	Estimated cost of each store item	
21	Delivery Schedule/ period	
22	Name of Inspecting Authority/ Agency. In case, the inspection is to be done by a Third Party agency, whether the quoted rates should be inclusive of inspection fee/charges.	
23	Treatment/ consequences on failure of samples/ type tests/ Technical Specifications as per the Policy	
24	Inspection procedure (wherever ISI/ISO specifications exists, the inspection procedure provided therein may be referred)	
25	Any special condition(s) required to be mentioned	
26	Mode of purchase, including time to be given to bidders for submission of their bids	
27	In case of Imported items, whether the Entity has been exempted from payment of Customs Duty. If so, certificate to the effect may be recorded	
28	For Boards/ Corporations/ Federations etc.: Certificate that they would deposit 1% Departmental Charges to the Directorate of Supplies and Disposals, Haryana.	

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Industries & Commerce Department
Directorate of Supplies & Disposals

Government Order

No.2/2/2010-4-IB-II dated 16th June 2014

Subject:

Policy guidelines for procurement of Stores & Goods and Turnkey Contracts-negotiation regarding.

19/5/14
ADCS
C.P. - upload it on dsnd website
Next tender - 1st spec

The Policy guidelines issued vide G. O. No. 2/2/2010-4-IB-II dated 18.5.2010 provides that in procurement of store items, wherever the rates quoted by the bidders, including those quoted by L₁ are not reasonable, the negotiations would be held only with the L₁ and a counter-offer made to the L₁. In case the L₁ bidder does not accept the counter offer, the tender would be dropped and recourse taken to invite fresh tenders

While observing that in Rate Contracts, it may be difficult to assess the quantity at the indenting stage or the L₁ bidder may not have sufficient manufacturing capacity to meet the entire estimated requirement, Policy Guidelines dated 18.6.2013 were issued which provides that the price discovery for the Rate Contract shall generally be determined based on the rates quoted by the L₁ bidder and the negotiations, if any, held with the lowest bidder. However, the rate contract negotiations could be held up-to L₃ bidder, if the difference between the L₁ quoted rates and those quoted by the L₂ and L₃ is within 5% of the L₁ quoted rates. In cases where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ bidder. However, in such a situation the original L₁ bidder shall be given one more opportunity to match the discovered price in case of acceptance, he would be treated as the L₁ bidder. It is further provided that on determination of the price discovery pursuant to the above process, a counter offer would be made to all such eligible bidders whose quoted price is within 10% of the L₁ quoted price for acceptance of the discovered/offered price. Such of the eligible bidders whose quoted price excess 10% of the L₁ quoted price shall not be eligible for consideration on the rate contract. The bidders

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agreeing to accept the counter offer of the discovered price following the above process, may be approved on the Rate Contract. As regards apportionment of the quantity of supplies, the finally determined L₁ bidder would be accorded due preference and the allocation of order may go up to 50% of the total ordered quantity subject to his offered quantity/capacity to supply.

2. The proposals received from various Indenting Agencies have been considered wherein they have proposed that the negotiations policy as applicable in Rate Contracts, may also be followed for procurement of specific quantity of stores & turnkey contracts. One of the rationale put forth was that as per the existing guidelines on the subject, negotiations of rates could be held only with the L₁ bidder/s and if the L₁ bidder/s refuse to accept reasonable rates, there was no option but to go for re-tendering. The process of re-tendering took its own time and could not be afforded in critical service delivery areas. Besides this, there remained possibility of getting further higher rates in the re-invited tender.

3. Keeping the above in view, following decisions have been taken:

- (i) The price discovery for cases relating to **purchase of specific quantity of Stores, Goods and award of Turnkey Contracts** shall be generally determined based on the rates quoted by the L₁ bidder if the quoted rates are found to be reasonable by the Indenting Department, and negotiations, if any, held with lowest bidder. However, the negotiations could be held up to L₃ bidder, if the difference between L₁ quoted rate and those quoted by L₂ & L₃ is within 5% of the L₁ quoted rate. In cases where the L₁ bidder refuses to further reduce his offered price and the L₂ or L₃ bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ bidder. However, in such a situation, the original L₁ bidder may be given one more opportunity to improve upon the discovered price.

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In case, the original L₁ bidder further improves upon the price discovered during the negotiations, he would be treated as the L₁ bidder.

- (ii) As regards apportionment of the quantity of supplies, the finally determined L₁ bidder would be accorded due preference and the allocation of order may be decided by the HPPC subject to information available in the DNIT e.g. his offered quantity/capacity to supply, sales turnover, orders in hand, past performance etc. or any other rational parameters. The balance order may be apportioned between the L₂ & L₃ bidders, if they accept the final L₁ rates, on the basis of identical information e.g. their offered quantity, capacity to supply, sales turnover, orders in hand, past performance etc which may be decided by the HPPC on case to case basis.

4. As per policy guidelines dated 18.06.2013 qua the Rate Contracts, the finally determined L₁ bidder is to be accorded due preference and the allocation of order may go up to 50% of the total ordered quantity subject to his offered quantity/ capacity to supply. Further, the discovered rates are counter offered to all the bidders whose quoted price is within 10% of the L₁ price. The past experience has shown that there could be cases where the L₁ bidder may have a limited capacity of less than 50% of the estimated procurement quantities. Hence, these guidelines are revised in the following manner:

FOR RATE CONTRACT CASES:

- (i) In cases where there is only one bidder for a particular item and the price quoted by such L₁ bidder is accepted by the indenting department as being reasonable, the order for the entire quantity qua such item could be placed on such bidder;
- (ii) In cases where only two bidding firms are approved, the allocation

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of quantity of the order may go up to 70% in favour of the L₁ bidder subject to the information available in the DNIT viz his offered capacity/capacity to produce/manufacture, orders/ commitments in hand and previous track record;

- (iii) In case, more than two firms are approved, the L₁ bidder, whose finally discovered price becomes the basis for making counter-offers to other qualifying bidders, would continue to be accorded priority for allocation of share of quantities, which may go up to 50% of the total estimated quantity of the Rate Contract subject to his offered quantity, capacity to produce/ manufacture, orders/commitments in hand and previous track record;
- (iv) In cases where there are more than one bidders consenting to accept the L₁ discovered price in response to the counter-offer, the quantities shall be allocated by the HPPC among L₂ & above approved bidders, as the case may be, based on the principles of (i) L₂/L₃ position (viz L₂ bidder shall be preferred over L₃ bidder & so on (ii) offered quantity, (iii) capacity to supply, (iv) Sales turnover, (v) orders in hand, and (vi) previous track record in execution of orders (as per the information available in the DNIT).
- (v) It may not be necessary to make a counter-offer of the discovered price to all the bidders quoting within 10% of the L₁ quoted rates. Instead, such counter-offer may be restricted up-to L₃ if they have the capacity to meet the entire order. However, if the L₂ or L₃ bidders do not accept the counter offered rates, the counter offer in that case could also be extended to other bidders whose quoted rates are within 10% price range. This is likely to increase the competitiveness.

Government of Haryana
Industries & Commerce Department
Directorate of Supplies & Disposals

5. These guidelines shall be applicable to all cases of Rate Contracts, Fixed quantity purchases of Stores & Goods and Turnkey Contracts to be considered by the HPPC after the date of issue of these guidelines.

Y.S. Malik,
Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No.2/2/2010-4-IB-II

Dated, the 16th June 2014

A copy is forwarded to the following for information:-

1. All the Administrative Secretaries to Government of Haryana.
2. All Heads of Departments.
3. All the MDs/CEOs of Boards and Corporations.
4. All the Divisional Commissioners in the State of Haryana.
5. All the Deputy Commissioners in the state of Haryana.
6. Registrar, Punjab & Haryana High Court.

Superintendent IB-II
For Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No.2/2/2010-4-IB-II

Dated, the 16th June 2014

A copy is forwarded to the Director Supplies & Disposals, Haryana, Chandigarh w.r.t. his U.O. No. 383 dated 10.02.2014 for information and necessary action.

Superintendent IB-II
For Addl. Chief Secretary to Government of Haryana,
Industries & Commerce Department

DIR Supplies & Disposal

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

Subject:- Policy guidelines for procurement of Stores, Rate Contracts and Turnkey Contracts -negotiation there of

No.2/2/2010-4-IB-II Dated 9-2-2015

It is hereby ordered to add the following Note after clause 4(iv) of Policy Guidelines issued vide G.O. No. 2/2/2010-4-IB-II dated 18.06.2013 and Clause 3(i) of Policy Guidelines issued vide G.O. No.2/2/2010-4-IB-II dated 16.6.2014 :-

Note:-

In case of such items/equipments, where Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC) have been asked for, the negotiation could be held up to L₃ bidder where either the basic rate of item/equipment of L₂ / L₃ bidder or the total Life Cycle Cost (including AMC/CMC charges) of L₂/ L₃ bidder are within 5% of the L₁ quote.

The Clause no. 4(iv) of G.O. no.2/2/2010-4-IB-II dated 18.06.2013 and the Clause no. 3(i) of G.O. no. 2/2/2010-4-IB-II dated 16.06.2014 is amended to the above stated extent. Further, these guidelines shall be applicable to all cases of Rate Contracts, fixed quantity purchases of Stores & Goods and Turnkey projects to be considered by the HPPC and other Purchase Committees after the date of issue of these guidelines.

Devender Singh
Principal Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No. 2/2/2010-4-IB-II

Dated, the 9-2-2015

A copy is forwarded to the following for information and necessary action:-

1. All the Administrative Secretaries to Government of Haryana.
2. All the Heads of Departments.
3. All the MDs/CEOs of Boards and Corporations.
4. All the Divisional Commissioners in the State of Haryana.
5. All the Deputy Commissioner in the State of Haryana.
6. Registrar, Punjab & Haryana High Court.

Ram Singh
Superintendent Industries -II,
for Principal Secretary to Government of Haryana,
Industries & Commerce Department

Government of Haryana
Department of Industries & Commerce
Directorate of Supplies & Disposals

✓ Endst. No. 2/2/2010-4-IB-II

Dated, the 9-2-2015

A copy each is forwarded to the Senior Secretaries/Secretaries/ Private Secretaries to the Chief Minister/ Ministers for kind information of the Chief Minister/ Ministers.

Ram Singh
Superintendent Industries -II,
for Principal Secretary to Government of Haryana,
Industries & Commerce Department

Endst. No. 2/2/2010-4-IB-II

Dated, the 9-2-2015

A copy is forwarded to the followings for information and necessary action:-

1. Director, Supplies & Disposals, Haryana, Chandigarh.
2. The Principal Accountant General (Audit), Haryana, Sector-33, Chandigarh.

Ram Singh
Superintendent Industries -II,
for Principal Secretary to Government of Haryana,
Industries & Commerce Department

From

No. 14/26/2023-6FA

The Additional Chief Secretary to Government of Haryana,
Finance Department

To

1. All the Administrative Secretaries to Government Haryana.
2. All the Heads of Departments, Statutory Bodies, Boards and Corporations.
3. The Registrar General, Punjab & Haryana High Court, Chandigarh.
4. All the Commissioners of Divisions, Ambala, Karnal, Faridabad, Gurugram, Hisar and Rohtak.
5. All the Deputy Commissioners and Sub Divisional Officers (Civil) in Haryana.
6. All the Chief Principal Secretary, Principal Secretary and Additional Principal Secretary/Officers on Special Duty/Senior Secretaries/Secretaries/ Private Secretaries for the information of Hon'ble Chief Minister, Deputy Chief Minister and Ministers of Haryana State.

Dated: 10.05.2023

Subject:- Negotiation policy of the State for procurement of Works by Contract.

Sir,

I am directed to invite your kind attention to the subject noted above and inform that the State Government in Finance Department Haryana vide notification bearing no.11/25/2023-1FR/2478 dated 03.02.2023 published in Haryana Government Gazette had finalized Departmental Financial (Haryana Amendment) Rules 2023. Vide the said notification, clarity had been provided about the Competent Authority to whom power are delegated, nature of power and extent of power for consideration and finalization of all type of works by contract.

1. That in the existing procedures of finalization of procurement in respect of works by contract, negotiations of rate can be held only with the L₁ bidder and if the L₁ bidder refuse to accept reasonable rates, there are no option but to go for re-tendering. The process of re-tendering also takes its own time and cannot be afforded in critical works delivery areas. Besides this, there remains a possibility of getting further higher rates in the re-invited tender.
2. That in addition to above, there is also a requirement of uniformity of procedures with regard to price discovery on the basis of L₁ rates and negotiations if any required in respect of all types of procurements of Goods & Stores (both Fixed Purchase and Rate Contract), Turnkey, services and works by contract being made by the State.
3. That the matter has been considered by the State Government and the negotiation policy of the State for procurement of Works by Contract will be as under:-

The price discovery for cases related to procurement of works by contract may be generally determined based on the rates quoted by the L₁ bidder if the quoted rates are found to be reasonable by the Indenting Department/ Organization, and negotiations, if any, held with the lowest bidder.

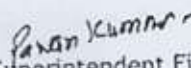
- A. However, negotiation could be held upto four number of such bidder(s), in addition to L₁ bidder in cases where there are bidders falling within 5% of the L₁ bidder. In cases where the L₁ bidder refuses to further reduce his offered price and any of the four bidders come forward to offer a price which is better than the price offered by L₁ bidder, the bidder whose price is accepted becomes the L₁ bidder.

However, in such a situation, the original L1 bidder may be given one more opportunity to improve upon the discovered price. In case, the original L1 bidder further improve upon the price discovered during the negotiations, he would be treated as the L1 bidder.

B. In cases where there is no bidder within 5% of the L1 bidder:-

- (i) L2 bidder will be invariably called for negotiation in addition to the L1 bidder.
- (ii) L3 bidder will also be called, if it is so decided by the Minister-in-Charge, in addition to L1, L2 bidders."

The above instructions may be brought to the notice of all concerned for its implementation with immediately effect.


Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department

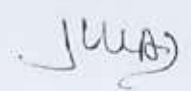
Dated. 10.05.2023

Endst No. 14/26/2023-6FA

A copy is forwarded to the following for information and further necessary action:

1. The Principal Accountant General (A&E/Audit), Haryana, Chandigarh
2. The Director General, Supplies & Disposals Department, Panchkula. Original file is enclosed herewith.
3. The Director, Treasuries and Accounts Department, Haryana, Chandigarh.


Superintendent Finance Accounts,
for Additional Chief Secretary to Government of Haryana,
Finance Department


CC:-
In-Charge, Computer Cell (FD).

LABOUR COMMISSIONER HARYANA CHANDIGARH

Endst No. Act/2023/

14268-320

Dated: 6/06/23

A copy is forwarded to all the DDO's to bring to the notice for its implementation with immediately effect

1. Presiding Officer Industrial Tribunal-cum-Labour Court, Ambala, Panipat, Rohtak, Faridabad-I/II/III, Gurgaon-I/II and Hissar.
2. Addl. Labour Commissioner, (NCR) Gurgaon.
3. Dy. Labour Commissioner, Panipat, Panchkula, Faridabad, Gurgaon-I&II, Hissar and Rohtak.
4. Dy. Director (IS&H) Ambala, Panipat, Faridabad, Gurgaon-I and Hissar.
5. Assistant Labour Commissioner, Ambala, Yamunanagar-I, Kurukshetra, Karnal, Rewari, Sonapat-I, Bahadurgarh, Bhiwani, Sirsa, Palwal, Kaithal, Jind and Mewat.
6. Assistant Director, (Industrial Safety and Health), Yamunanagar-I, Kurukshetra, Karnal, Mewat, Rewari, Sonapat-I, Rohtak, Bhiwani & Sirsa.
7. Dy. Director (Industrial Health), Faridabad and Gurgaon-II.
8. AD (IH cum C.S), Ambala, Panipat, Faridabad, Gurgaon and Hissar.
9. Accounts branch for uploading on department site.


Deputy Superintendent
for Labour Commissioner Haryana