



# **SHRI VISHWAKARMA SKILL UNIVERSITY**

(Enacted Under Government of Haryana, Act No. 25 of 2016)

Transit Office: Plot No. 147, Sector-44, Gurugram (Haryana)

Phone: 0124-2746800 Visit us at: [www.svsu.ac.in](http://www.svsu.ac.in)

**Rate contract Document**

**(for Printing and Designing work)**

**Tender No: SVSU/2023/AR/T001**

**Dated: 10/01/2023**

# 1. Notice Inviting Rate contracts

## Sub: Rate Contract for Printing and Designing work for SVSU

(Rate contract No: SVSU/2023/AR/T001).

Shri Vishwakarma Skill University, Haryana invites online Rate contract: “**Rate Contract for Printing and Designing work for SVSU** through e-procurement on portal <https://erate.contracts.hry.nic.in> from reputed experience vendors as per RATE CONTRACT document. The RATE CONTRACT documents may also be downloaded from website (<https://www.svsu.ac.in>) of Shri Vishwakarma Skill University, Haryana for reference only. A minimum eligibility criterion has been given in RATE CONTRACT document.

Apart from uploading e-rate contract on website, bidder has to deposit EMD and Rate Contract Fee + E-service fees along with other documents.

### 1.1. SCHEDULE

1.	Rate contract No	SVSU/2023/AR/T001
2.	E-Service Fee + GST	1000/- + 180/- = 1180/- (Rupees One Thousand One Hundred Eighty Only)
3	Rate contract Fee + GST	
3.1	For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries 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.	NIL
3.2	For Haryana based manufacturing Startups/ First Generation Entrepreneurs eligible as per State policy “Concession/benefits in Public Procurement to Startups/ First Generation Entrepreneurs of State” issued vide G.O No.2/2/2016-4I B-II dated 03.01.2019.	NIL
3.3	For remaining bidders both from the Haryana and Non Haryana	500/- + 90/- = 590/- (Rupees Five Hundred Ninety Only)
4.	EMD Amount	
4.1	For Haryana based manufacturing Micro and Small Enterprises (MSEs) & Khadi Village Industries 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.	NIL
4.2	For Haryana based manufacturing Startups/ First Generation	NIL

	Entrepreneurs eligible as per State policy "Concession/benefits in Public Procurement to Startups/ First Generation Entrepreneurs of State" issued vide G.O No.2/2/2016-4I B-II dated 03.01.2019.	
4.3	Central or Haryana Public Sector Enterprises and "approved sources" as declared by the Industries Department, Haryana	<b>NIL</b>
4.4	For remaining bidders both from the Haryana and Non Haryana	<b>Rs. 5000/- (Fixed)</b>
5	<b>Performance Security</b>	
5.1	Haryana Based manufacturing Micro and Small Enterprises (MSEs)	0.2% of the Total Order Value or estimated value of the rate contract
5.2	Haryana Based manufacturing Startups/ First Generation Entrepreneurs	0.2% of the Total Order Value or estimated value of the rate contract
5.3	Haryana based other firms/enterprises	2% of the Total Order Value or estimated value of the rate contract
5.4	Other States/UTs based firms	5% of the Total Order Value or estimated value of the rate contract
5.5	Haryana based MSEs and Start-ups/First Generation Entrepreneurs will be eligible for performance security deposit @ 0.2% who have filed Entrepreneurs Memorandum ( Micro or Small Enterprise category) in the Industries Department Haryana and who participate directly in the rate contracted/quoted items and offering to supply the entire quoted quantity manufactured from their own Haryana based unit.	
6	Issue of Rate contract Document (Date of uploading of Rate contract & other Documents) (online)	<b>10/01/2023 at 17:00 Hrs.</b>
7	Online Rate contract Download/ Purchase Start Date	<b>10/01/2023 at 17:00 Hrs.</b>
8	Last date for receipt of queries through Mail	<b>13/01/2023 at 18:00 Hrs.</b>
9	Date of pre bid meeting	<b>16/01/2023 at 11:00 Hrs.</b>
10	Online proposal Submission Start Date	<b>10/01/2023 at 17:00 Hrs.</b>
11	Online proposal Submission End Date	<b>30/01/2023 at 18:00 Hrs.</b>
12	Opening of Technical Bid	<b>01/02/2023 at 15:00 Hrs.</b>
13	Technical Presentation	<b>To be informed later.</b>
14	Financial Bid	<b>Subsequent date to be informed later.</b>
15	Validity period of Proposal	180 Days from the opening of financial bid.
16	Address of Communication	<b>Registrar Shri Vishwakarma Skill University, Plot 147, Sector 44, Gurugram Haryana – 122003</b>

17	Contact Officer Name, Phone Number and Email ID for this rate contract	
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**Note:**

- Rate contract document can also be downloaded from University Website [www.svsu.ac.in](http://www.svsu.ac.in)
- Amendments to RATE CONTRACT, if any, would be published on e-procurement website <https://erate.contracts.hry.nic.in> only and not in newspaper.
- The concessions/benefits to MSMEs/startup subject to fulfilment/eligible as per Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII (1) dated 20-10-2016 and turnover criteria as per Haryana Government (or as amended from time to time in this regard).
- Queries will be sent to the Officer appointed for this rate contract. Each Bidder will send only one e-mail containing the Pre-Bid Queries, as per format mentioned below. In case of more than one e-mail, only the queries provided in the first e-mail will be considered.

Sr. No.	Clause/Section/Reference/ Page/Paragraph	Existing clause/RFP Text	Queries/suggestions
1.			

## 1.2. DISCLAIMER

The information contained in this Rate contract 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 RATE CONTRACT and such other terms and conditions subject to which such information is provided.

Information provided in this RATE CONTRACT 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 RATE CONTRACT.

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 RATE CONTRACT.

The issue of this RATE CONTRACT 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 Selection Process.

## 2. Instructions to Bidders

**Subject: Rate Contract for Printing and Designing work for SVSU main campus, Dudhola, Palwal**

2.1. Shri Vishwakarma Skill University, invites online Bids (Technical bid and Financial bid) from eligible and experienced vendors regarding **Rate Contract for Printing and Designing work for SVSU main campus, Dudhola, Palwal** as per terms & conditions specified in the rate contract document.

Bidders can access rate contract documents on the website of the University and fill them with all relevant information and submit the completed rate contract document with E-service Fee, Rate contract Fee and EMD amount online as per the schedule to <https://eratecontracts.hry.nic.in>.

### 2.2. INSTRUCTIONS TO BIDDER FOR E-RATE CONTRACTING

**Note:** Following conditions will over-rule the conditions stated in the rate contract documents, wherever relevant and applicable. Interested bidders can read the instructions related to e-rate contract system from the website [www.eratecontracts.hry.nic.in](http://www.eratecontracts.hry.nic.in).

#### 2.2.1. E-Rate contracting:

- 2.2.1.1. For participation in e-rate contracting module of Shri Vishwakarma Skill University, Haryana it is mandatory for prospective bidders to get registration on website <https://eratecontracts.hry.nic.in>. Therefore, it is advised to all prospective bidders to get registration by making on line registration fees payment at the earliest.
- 2.2.1.2. Rate contract documents can be downloaded from website <https://www.svsu.ac.in>. However, the bidders have to upload complete rate contract document online along-with deposit of EMD amount and Rate Contract Document Fee + E-service fee.
- 2.2.1.3. E-service/gateway charges shall be borne by the bidders.
- 2.2.1.4. 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 rate contracts 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 working 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/obligation for accepting bids which are delayed due to non-issuance or

delay in issuance of such digital certificate.

- 2.2.1.5. If bidder is bidding first time for e-rate contracting, then it is obligatory on the part of bidder to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.
- 2.2.1.6. Bidders are requested to visit our e-rate contracting website regularly for any clarifications and/or due date extension or corrigendum.
- 2.2.1.7. Bidder must positively complete online e-rate contracting procedure at <https://eratecontracts.hry.nic.in>
- 2.2.1.8. 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.
- 2.2.1.9. For any type of clarifications bidders/contractors can visit <https://eratecontracts.hry.nic.in> and <https://www.svsu.ac.in>.
- 2.2.1.10. The bidder whosoever is submitting the rate contract by his Digital Signature Certificate shall invariably upload the scanned copy of the followings.
  - 2.2.1.10.1. Affidavits.
  - 2.2.1.10.2. Authority Letter to Sign on behalf of bidder.
  - 2.2.1.10.3. Authority Letter for use of Digital Signature.
  - 2.2.1.10.4. Technical Bid with all relevant enclosures.
  - 2.2.1.10.5. The prospective bidders will upload scanned self-attested copies of technical bid as required in e-rate contracting process. Unattested documents will not be entertained.
- 2.2.1.11. The Rate contract document cost+ E-Service Fee and EMD amount is to be deposited online by bidder.
- 2.2.1.12. The rate contracts uploaded without/incomplete/partial EMD amount and rate contract fee + E-service fees shall be disqualified and Proposal will not be accepted.
- 2.2.1.13. Any change/modifications/alteration in the RATE CONTRACT document by the Bidder shall not be allowed and such rate contract shall be liable for rejection.

## 2.2.2. Technical bid: -

Bidders must positively complete online e-rate contracting procedure at <https://eratecontracts.hry.nic.in>. They shall have to submit the documents as prescribed in the RATE CONTRACT online in the website. The bidders may submit their complete bids (with all the requisite documents) in multiple files.

## 2.2.3. Financial bid: -

Bidder must submit the Price/Financial bid document (BOQ) as per the format given in RATE CONTRACT/available online and uploaded as per instructions therein. **Physical submission of price bid shall not be considered.** The financial bids of technically qualified bidders shall be opened online at the notified date.

- 2.2.4. For amendment, if any, please visit <https://eratecontracts.hry.nic.in> web site regularly. In case of any bid addendum/amendment/ corrigendum/Notice/clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder.

## &lt;&lt; Organization Letter Head &gt;&gt;

**3. TERMS and CONDITIONS**

**3.1 Due date:** The rate contract has to be submitted online on or before the due date. No application will be received through post/e-mail/fax. The University would not be responsible for any delay.

**3.2 Rate contract Fee and E-Service Fee (Non-Refundable):** The Bidder should submit a non-refundable rate contract fee and e-service fee online. The Technical Bid without Rate contract fee would be considered as UNRESPONSIVE and will not be accepted. The rate contract fee will not be returned/refunded to any Bidder under any circumstances. If the rate contract is cancelled or recalled on any grounds, the Rate Contract Document Fee and e-Service Fee will not be refunded to the bidder.

**3.3 Preparation of Bids:** The Technical and financial offer/bid should be submitted online. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate the price for the items mentioned in the technical bid. All pages of the technical bid have been signed with seal of firm by bidder/authorized signatory. Unattested documents will not be entertained.

Revision in the technical bid and financial bid quoted in the offer will not be entertained after the last date and time fixed for receipt of rate contracts.

**3.4 Earnest Money Deposit (EMD) (if applicable):** While submitting bid, the BIDDER shall deposit an amount mentioned in rate contract document as Earnest Money, with the Institute through the following instruments:

**3.4.1** The Bidder should submit an EMD amount online. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The Earnest Money Deposit (EMD) in other form viz., Pay Order/Cheque etc. shall not be accepted.

**3.4.2** No interest shall be payable by the BUYER to the BIDDER on Earnest Money for the period of its currency.

**3.5 Refund of EMD:** The EMD will be returned without any interest to unsuccessful Bidders only after the award of Purchase Order. In case of successful Bidder, EMD will be returned without any interest after the successful execution of rate contract period.

EMD will not be refunded, if the work order/purchase order is not accepted by the successful Bidder. In case, the offer is accepted, but not honoured by the successful 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 rate contract document. Apart from it, he will be liable for any other action against him, as may be considered necessary by the Vice-Chancellor.

If the rate contract is cancelled or recalled on any grounds, the EMD will be returned to the bidder.

### **3.6 Opening of the rate contract:**

- 3.6.1** On the due date of e-rate contract 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.
- 3.6.2** The bid will be opened by a committee duly constituted for this purpose in presence of Bidder's representative if available. Only one representative will be allowed to participate in the rate contract technical bid opening. The Bidder if interested may participate on the rate contract opening Date and Time.
- 3.6.3** Bid received without or incomplete Rate Contract Fee or EMD will be rejected outrightly.
- 3.6.4** Rate contracts which do not fulfil any or all of the terms & conditions or incomplete, are liable to be rejected.
- 3.6.5** Incomplete bidding will not be accepted; in such case the bid will not be considered.
- 3.6.6** The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement).
- 3.6.7** The financial offer/bid will be opened only of those bidders who qualify on the basis of their Technical Bid and will be opened in the presence of the bidder/bidder's representatives subsequently for further evaluation. Only one representative will be allowed to participate in the Financial bid opening. The date & time of opening of the Financial bids will be intimated in the due course.
- 3.6.8** The Bidder should produce authorization letter from their company to participate in the technical bid opening, Technical Presentation and Financial bid opening.
- 3.6.9** Sample for offered items may be asked from rate contract during technical evaluation.
- 3.6.10** In case, due date for opening of rate contract happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.

### **3.7 Acceptance/ Rejection of bids: The Committee reserves the right to reject any bid not fulfilling the eligibility criteria.**

#### **Eligibility Criteria:**

- 3.7.1. Bidder should have minimum of three years of experience in same field.
- 3.7.2. Must have an annual turnover of at least Rs. 500000/- in total of the last three years audited financial years i.e 2019-20, 2020-21, 2021-22. In this regard the Agency should produce a



certificate from their Audit Firm.

3.7.3. Must have valid GST Number.

3.7.4. Must have PAN for Income Tax purposes.

3.7.5. Must have owned/tied-up in-house state of the art facilities for colour printing in off set, system work and all auxiliary facilities in Haryana/NCR.

### **3.8 Performance Security:**

**3.8.1** Performance Bank Guarantee is mandatory.

**3.8.2** The Successful Bidder shall require to submit the performance security/Guarantee for an amount (as stated at "Schedule "of this rate contract) in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at the "Schedule" of the rate contract document within 21 days from the date of receipt of work order/purchase order and should be kept valid for a period of 180 days beyond the date of completion of warranty period. The Performance security in other form viz., FD/Term Deposit Receipt etc. shall not be accepted.

**3.8.3** The Successful Bidder should submit performance security/Guarantee as prescribed above to be received in the office of procurement department.

**3.8.4** The Performance Bank Guarantee should be established in favour of Shri Vishwakarma Skill University," through any Bank situated at Gurugram or outstation with a clause to enforced the same on their local branch at Gurugram. Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful Bidder and the purchaser under the terms and conditions of acceptance to rate contract.

**3.8.5** If the supplier shall not submit the performance security within 21 days from the date of receipt of work order/purchase order 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 mentioned deadline of 21 days' subject to submission of justification by the Bidder, however the decision of the competent authority is final in this regard.

**3.8.6** The successful Bidder is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of rate contract.

**3.8.7** The performance bank guarantee shall be kept valid during the period of contract.

**3.9 Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

**3.9.1** For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's 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.

**3.9.2** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier 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.

**3.10 Risk Purchase Clause:** In event of failure of supply of the item within the stipulated delivery schedule, the purchaser has all the right to purchase the item from the other source on the total risk of the supplier under risk purchase clause.

**3.11 Delivery and Documents:** Delivery of the items should be made as per supply order at Shri Vishwakarma Skill University, Dudhola, Palwal – 121102, Haryana or at that place to be informed by the SVSU. The material should be packed in a strong case so as to avoid any damage, theft or pilferage in the transit. In case of any damage, theft or pilferage, the responsibility shall be that of the supplier. The supplier shall mail the following documents to the purchaser:

**3.11.1** 2 Copies of the Supplier invoice showing invoice number, goods description, quantity, unit price, total amount

**3.11.2** Manufacturer's/Supplier's warranty certificate, if any.

**3.12 Liquidated Damages (L.D)/Penalty for Non-execution of Order:** If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery from the supplier at the rate 1% (one percent) of the total cost of the material/contract per week or such other amount as the Registrar, SVSU, Gurugram may decide till the supply/work remains incomplete, provide that the total amount of the compensation shall not exceed 10% (ten percent) of the total cost of the material/contract.

Note: It is mentioned that both, delivery penalty and installation penalty can also be imposed simultaneously.

If the Liquidated Damage exceeds 10% of the order value, SVSU reserves the right to terminate the contract and SVSU will get the job completed by any other competent party. The difference of cost incurred by SVSU will be recovered from the Earnest Money Deposited/Performance Security submitted by the bidder.

**3.13 Prices:** The price should be quoted in net per unit (after breakup) and must include all packing, forwarding, freight, insurance charges, loading, unloading, delivery charges, Excise duty/custom duty may be quantified in terms of amount. The offer/bid should be exclusive of GST, which will be paid by the purchaser as applicable. However, the percentage of GST shall be clearly indicated. **Charges not mentioned in the quotation/rate contract shall not be paid.**

- 3.14 Resolution of Disputes:** The dispute resolution mechanism would be as follows:
- 3.14.1** In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with tender documents, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. Arbitrator will be decided with the mutual consent of both the parties. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.
- 3.14.2** The venue of the arbitration shall be at Palwal.
- 3.15 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Union of India. The place of jurisdiction would be Palwal Haryana.
- 3.16 Right to Use Defective Goods:** If after delivery or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.
- 3.17 Transfer and Subletting:** The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the rate contract or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.
- 3.18 Supplier Integrity:** The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
- 3.19 Governing Language:** The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.
- 3.20 Notices:**
- 3.20.1** Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address.
- 3.20.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 3.21 Bid Currencies:** Prices shall be quoted in Indian National Rupee (INR).
- 3.22 Taxes:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order.
- 3.23 Payment:** On award of assignment, payment to be successful bidder will be released on delivery of the item.
- 3.24 User list:** The List of Government Organizations/Department/PSU/List of Private Organizations and List of Performance Report for whom the Bidder has undertaken such work during last Three years must be provided. (Annexure-V).

**Note:** The bidder(s) are required to submit proper proof (Purchase Order/Work Order) duly self-attested by bidder/authorized signatory in support of the claim. Without Purchase Order/Work Order, experience and performance report shall not be considered.

### **3.25 Termination for Default:**

**3.25.1** The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

**3.25.1.1** If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.

**3.25.1.2** If the Supplier fails to perform any other obligation(s) under the Contract.

**3.25.1.3** If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**3.25.1.4 For the purpose of this Clause:**

**3.25.2** “**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

**3.25.3** “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**3.25.4** In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

### **3.26 Reservation of Rights:**

**3.26.1** The University reserved all the right to enhance or mitigate the quantity without any notice.

**3.26.2** The University reserves all the right to accept or reject any or all rate contracts without assigning any reason what so ever at any stage and no further correspondence will be entertained in this regards.

**3.26.3** The University reserved all the right to change any Date, Time and condition of Rate contracting without assigning any reasons.

**3.26.4** The acceptance or rejection of the technical bid/rate contract will be the sole decision of the university.

**3.26.5** The university is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to award of Contract without thereby incurring any liability to the Consultant.

**3.26.6** The University reserved all the right to call/demand any document from the bidder as and when required or to reject the bid.

**3.27 Evaluation of Offer:**

**3.27.1** The format of application is at Annexure-I and Annexure-II.

**3.27.2** Opening of Earnest Money and Technical e-bids would take place simultaneously on the date and time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present.

**3.27.3** The technical performance will be evaluated based on the following criteria:

<b>Technical Parameters</b>	<b>Marks out of 100</b>
The Agency's relevance three year experience for the assignment	20
Facilities/infrastructure available with the agency	35
The experience of the designing/editing staff proposed	25
Pose references of Govt./Autonomous Bodies/ PSU work order	10
Performance / service satisfaction certification	10

**3.27.4** The minimum qualifying marks in the Technical Evaluation is 80% of the total score for technical component.

**3.27.5** Only those bidders, who qualify technically would be considered for Financial Evaluation and bidder with lowest cost would be awarded the work. Total lowest cost will be computed by adding rates quoted for different publications mentioned in item. No. II of the Financial bid (Annexure-II).

**3.27.6** Only the successful bidder would be communicated the award of the assignment.

**3.28 Negotiation of Rates:** Regarding negotiations of rates, policy issued by the State Government vide G.O. No.2/2/2010-4-IB-II dated 18.06.2013, G.O. No.2/2/2010-4-IB-II dated 16.06.2014, G.O. No.2/2/2010-4-IB-II dated 09.02.2015 will be applicable. The policy guidelines are available at <https://haryanaeprocurement.gov.in> on home page under section as Rate contract Forms.”

**3.29 Sanctions for Violations:** Any breach of the aforesaid terms & Conditions and Technical Specification, requirements & conditions by the bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the bidder) shall entitle the buyer to take all or any one of the following actions, wherever required:

**3.29.1** To immediately call the pre-contract negotiations with other bidders without assigning any reason or giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.

- 3.29.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the buyer and the buyer shall not be required to assign any reason therefore.
- 3.29.3 To immediately cancel the contract, if already signed without giving any compensation to the bidder.
- 3.29.4 To recover all sums already paid by the buyer, and in case of an Indian bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the bidder from the buyer in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 3.29.5 To encash the advance bank guarantee and performance guarantee/warranty bond, if furnished by the bidder, in order to recover the payments, already made by the buyer, along with interest.
- 3.29.6 To cancel all or any other contracts with the bidder. The bidder shall be liable to pay compensation for any loss or damage to the buyer resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the bidder.
- 3.29.7 To debar the bidder from participating in future bidding processes of the University for a minimum period of two years, which may be further extended at the discretion of the buyer.
- 3.29.8 Forfeiture of Performance Bank Guarantee in case of a decision by the buyer to forfeit the same without assigning any reason for imposing sanction for violation.
- 3.29.9 Legal action may be initiated against such Bidder in case any of the information submitted by the Bidder is found to be false at any stage of the contract.

**3.30 BID SIGNING:** The Rate contract must be signed by authorized signatory of the bidding firm/company on each page of the bid, along with seal of the firm/company.

**3.31 Conditional Bid:** Conditional Bid is not acceptable. Hence, the supplier is advised neither to alter the specification nor to mention anything on the Rate contract form, except cost, signature with seal, otherwise his Rate contract will not be considered. Conditional rate contracts will not be entertained at all and are liable to be rejected summarily.

There should not be any alterations in the bidding documents. In case any alteration is found at any stage, the rate contract shall be liable for rejection summarily without further appeal.

**3.32 Delivery Period:** As per University requirement.

**3.33 Contacting to SVSU Officers:** Bidder shall not approach SVSU officers beyond office hours and/or outside SVSU office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence SVSU office in the decision on Bid evaluation, bid comparison or

finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of SVSU, it should be in writing.

**3.34 Forfeiture of EMD/ BG/Performance Security:** EMD/ BG/Performance Security made by bidder may be forfeited under the following conditions:

**3.34.1** During the evaluation process, if a bidder indulges in any such activity as would jeopardize the process, the decision of SVSU regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

**3.34.2** If bidder violates any of the provisions of the terms and conditions of the proposal.

**3.34.3** In case supplier fails to fulfil the all terms & conditions and Technical Specification, requirements & conditions, SVSU may consider "Banning" the supplier and the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the SVSU and the SVSU shall not be required to assign any reason therefore.

**3.34.4** In the case of a successful bidder, if bidder fails to:

**3.34.5** Accept the work order along with the terms and conditions.

**3.34.6** Furnish performance security.

**3.34.7** Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.

**3.34.8** Submitting false/misleading information/ declaration/ documents/ proof/etc.

**3.34.9** The decision of SVSU regarding forfeiture of EMD/ BG shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD/ BG even the bidder will be deferred from participating in any job for a period of two years.

**3.35 Amendment of Rate Contract Document:** At any time before the deadline for submission of rate contract, SVSU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective firm, modify the Rate contract document by amending, modifying and/or supplementing the same. All prospective firms shall be notified of any amendments on e-rate contract website and/or SVSU web site and all such amendments shall be binding on them without any further act or deed on SVSU's part. The prospective firms are advised to periodically browse e- rate contract website and/or university website [www.svsu.ac.in](http://www.svsu.ac.in) to find out any further addendum/amendment/corrigendum/Notice/clarification published with respect to this rate contract. In case of any bid addendum/amendment/corrigendum/Notice/clarification, the responsibility lies with the bidders to note the same from web site. The **Shri Vishwakarma Skill University, Haryana** shall have no responsibility for any delay/omission on part of the bidder. In the event of any amendment, SVSU reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

### **3.36 Special Terms and Conditions:**

- 3.36.1** The offer without complete or partial prescribed earnest Money, rate contract Fee & E-Service fee is liable to be summarily rejected.
- 3.36.2** The deficiency in the documents and rate contract requirement can be made subject to the decision made by procurement department/all the rate contract committees individually has a right to call/demand any document from the bidder as and when required or to reject the bid. Procurement department/all the rate contract committees individually are empowered to take any action/decision /requirement of documents at any stage.
- 3.36.3** Any company/firm/dealer/manufacturer black listed by Central/State Government/Autonomous organization are not entitled to submit the rate contract. If it is submitted, it will be rejected and Earnest Money Depositor/and Performance security will be seized and legal action will be taken against them.
- 3.36.4** The firm/agency/bidder 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. for which he has to submit the affidavit.
- 3.36.5** Bidder should abide to all terms and conditions and Technical Specification stipulated in rate contract document and supply and installation & commissioning of Machine/Lab Appliances etc. in running condition within stipulated time frame for which he has to submit the affidavit.
- 3.36.6** Bidder should submit affidavit for Authenticity and correctness of information/documents stipulated in rate contract document.
- 3.36.7** Bidder should submit the Affidavit and relevant certificate/document regarding seeking benefits/ concessions by Haryana based manufacturing Micro, Small and Medium Enterprises (MSEs) and Startups/ First Generation Entrepreneurs (If Applicable)
- 3.36.8** The foreign manufacturer or their Indian representative will ensure a proper service after sale as per requirement from time to time, against the guarantee/warrantee clause as per the terms and conditions agreed. Any negligence on this account shall be the sole responsibility of foreign bidder and liability for compensation will be fixed up by the Department.
- 3.36.9** Reference, information and certificates from the respective clients certifying technical and execution capability should be signed and the contact numbers of all such clients should be mentioned. The University may also independently seek information regarding the performance from the clients and visit referred customers' consortium partner in India/Abroad at bidder cost.
- 3.36.10** In case any BIDDER is silent on any clauses mentioned in this rate contract document, the Institute shall construe that the BIDDER had accepted the clauses as per the invitation to rate contract.
- 3.36.11** The concessions/benefits to MSMEs/ startup subject to fulfillment/ eligible as per Haryana State Public Procurement Policy for MSME -2016 notified vide G.O. No. 2/2/2016-4I BII (1) dated 20-10-2016 and turnover



criteria as per Haryana Government (or as amended from time to time in this regard).

- 3.36.12** All the terms and conditions and Technical specifications contained in the Rate contract document shall be the part of tender document.
- 3.36.13** Supplier should supply all the items mentioned in the rate contract document on turnkey basis. Incomplete or partial bidding will not be accepted; in such case the bid will not be considered. Supplier should supply all the Appliances mentioned in the rate contract document.

## &lt;&lt; Organization Letter Head &gt;&gt;

**4. Specification**

**Note: It is mandatory to provide per page rate with or without designing wherever applicable.**

Sr No	Particulars	Size	Specifications	Previous year Approx. purchase	Bidding Rate- per Page with designing as applicable-(A)	Bidding Rate- per Page without designing as applicable-(B)
1	Annual Report	A4	Inner-130 GSM & Cover Page-300 GSM with Lamination	100		
2	Newsletters	A4	Inner-100 GSM & Cover Page-130 GSM with Lamination	100		
3	Brochures	A4	Paper-130 GSM with multicolour Glassy paper	4000		
4	Brochures	A5	Paper-130 GSM with multicolour Glassy paper	500		
5	Letter Head	A4	Royal Executive bond or equivalent paper	5000		
6	Visiting Card	9x5.5 cm	Gsm-300	20000		
7	Certificate	A4	Paper-130 GSM with multicolour Glassy paper	1000		
8	Certificate	A4	Paper-130 GSM with multicolour matt paper	1000		
9	Pamphlet/ Leaflet	A4	Paper GSM-90 multi-colour-Singly Side	30000		
10	pamphlet/ Leaflet	A4	Paper GSM-90 multi-colour-Double Side	30000		
11	Minutes of Meetings/Agendas	A4	Inner-130 GSM & Cover Page-300 GSM with Perfect Binding	500		
12	Book Binding	A4	35-50 GSM Paper	100		
13	Book Binding	A4	70-80 GSM Paper	100		
14	Book Binding	A3	35-50 GSM Paper	100		

15	Book Binding	A3	70-80 GSM Paper	100		
16	ACR /Cashbook/Ledger	A3	100-130 GSM Paper	100		
17	Receipt Book	13x22.3	GSM-65, Triplicate with high quality carbon less paper	200		
18	Requisition Book	A4	GSM-65, Duplicate pages with high quality carbon less paper	200		
19	Attendance Register	31x19 cm	GSM-70-80 inner page, Cover Page-130 GSM with Printing	500		
20	Rubber Stamp	Per Line		300		
21	Self-Ink Stamp	Per Piece		100		
22	Round Stamp	Per Piece		100		
23	Brass Stamp	Per Piece		50		
24	ID Card (Employee/Student)		With Plastic cover and printed Ribbon	1000		
25	Note pad	22x14 CM	Inner-60 GSM & Cover Page-80 GSM with Printing	2000		
26	Record File Printing		only printing	10000		
27	Wall Calender Printing		As per design and paper	1000		
28	Table Calender		As per design and paper	500		
29	Wooden Calender		As per design and paper	200		
30	University Diary		As per design and paper	500		
31	Name Plate		As per design and paper	500		

University reserved the right to enhance or mitigate the quantity without any notice.

I have also enclosed all relevant documents in support of my claims, (as above) in the following pages.

**Signature of Bidder**

Name: .....

Designation: .....

Organization Name: .....

**<< Organization Letter Head >>  
BID SUBMISSION**

**Online Bid Submission:**

Online system shall be followed, i.e.

- (i) Please note that in any case if price-bid/Financial Offer submitted manually then bid shall not be accepted.
- (ii) Only those proposals will be considered for opening, who have submitted their BID online by due date/time (as specified in Bid Data Sheet).

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.

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
1.	All pages of the proposal have been properly numbered and signed with seal of firm by bidder/authorized signatory person only. Unattested documents will not be entertained.		
2.	Have submitted EMD and RATE CONTRACT+ E-Service charges on e-Procurement Portal?		
3.	Have submitted the Company PAN, GST, Registration & associated Documents etc. on e-Procurement Portal?		
4.	Have submitted the authority letter for signing the proposal and use of digital signature on behalf of bidder on e-Procurement Portal?		
5.	Have submitted the audited Balance Sheet, Profit and Loss statement, Turnover Sheet and Income Tax Return Acknowledgement Copy for last three financial years for financial eligibility.		
6.	Have submitted the Terms and Condition as per Annexure - I		
7.	Have submitted the Details of Bid Submission as per Annexure - III		
8.	Have submitted the Affidavit regarding Authenticity and correctness of information/documents as per Annexure - VI		
9.	Have submitted the Affidavit regarding delisting/blacklisting, demobilization etc. as per Annexure - VIII		
10.	Have submitted the List of Government organizations/ Department/PSU and private		

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
	organizations where the same products have been supplied (in last Three years) along with their contact number(s) as per Annexure-IV Note: The bidder(s) are required to submit proper proof (Purchase Order/Work Order and Performance Report) duly self-attested by bidder/authorized signatory in support of the claim.		
11.	Have submitted the Notice Inviting Rate contracts and Instructions to Bidders with sign and seal of bidder/authorized signatory?		
12.	Have submitted the financial bid as per BOQ.		

The bidders may submit their complete bids (with all the requisite documents) in multiple files with their respective file name as mentioned below however **each file size should be upto 20 MB**. Each document name should be written as “**Firm Name\_File Name**”.

**The documents submitted by the bidder should be in readable view otherwise unreadable documents will not be considered.**

Sr. No.	Content	File Name	Document Uploaded (Yes/No)
1.	Company PAN, GST, TAN etc. Authority letter for signing the proposal and use of digital signature	Firm Details	
2.	Audited Balance Sheet, Profit and Loss statement, Turnover Sheet and ITR Acknowledgement Copy	Financial Details	
3.	Documents as per Annexure - I and III	Terms and Conditions	
4.	List of Organizations and minimum two performance reports with proof as per Annexure - V	Experience	
5.	Documents as per Annexure - II, IV, VI, VIII and IX	Technical	
6.	Technical supporting documents as claims at Annexure-II	Technical Details	
7.	Self-Attested corrigendum (if any), Affidavits, Land Border Sharing Certificate and Other Documents	Affidavits and Others	

**Supply of items with printing and designing through rate contract  
for SVSU main campus, Dudhola, Palwal**

**(Signature with Seal of the Bidder)**

**Name:** .....

**Designation:** .....

**Organization Name:** .....

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

**ANNEXURE-IV**

**<< Organization Letter Head >>**

**LIST OF GOVERNMENT ORGANIZATION/DEPARTMENT/PSU/Private firm**

List of Government Organizations/Department/PSU/Private firm for whom the Bidder has undertaken such work during last Three years (must be supported with work orders)







To,  
The Registrar,  
Shri Vishwakarma Skill University, Haryana,  
Transit office: Plot No. 147, Sector 44,  
Gurugram (Haryana), India

**LETTER OF GUARANTEE**

WHEREAS Shri Vishwakarma Skill University, Gurugram (Buyer) have invited Rate contracts vide

Rate contract No.: ..... dated: .....

For purchase of .....

and whereas the said rate contract document requires that any eligible successful Bidder (seller) wishing to supply the Appliances /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 ..... 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 rate contract document / purchase order / performance of the Appliances / 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 Shri Vishwakarma Skill University (Buyer) as to whether the said Bidder (Seller) has committed a breach of any of the conditions referred in rate contract 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).
2. This Bank Guarantee shall be valid up to ..... (date).
3. 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 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.

**Annexure - VI**

**Affidavit regarding Authenticity and correctness of information/documents**

**||SPECIMEN AFFIDAVIT||**

(On Non Judicial Stamp of Rs. 10/-)

In response to the Rate Contract No. .... for .....  
(Name of the Rate contract) dated..... for quoting against the Rate contract 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:

I/we am/are fully satisfied for the correctness of the certificates/records submitted in  
support of the following information in bid documents which are being submitted in  
response to notice inviting e-rate contract No. ....

We also agreed to buyer for Integrity Pact terms and conditions as applicable from time to  
time as per government rules.

I/we am/are fully responsible for the correctness of following self-certified Information/  
documents and certificates:

1. That the self-certified information given in the bid document is fully true and authentic.
2. That:
  - 2.1. Information regarding financial qualification and annual turnover is correct.
  - 2.3. Information regarding various technical qualifications is correct.
  - 2.4. Information regarding various relevant documents is correct and authentic.

**Dated**

**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, nothing has been  
concealed there in.

**Dated**

**Signature with Seal of the Deponent (Bidder)**

**Note: Affidavit duly notarized in original shall submit in the Office of Shri Vishwakarma  
Skill University, Haryana, Transit office: Plot No. 147, Sector 44, Gurugram (Haryana) on  
Technical Presentation day/date.**

**Annexure - VIII**

**Affidavit regarding delisting/blacklisting, demobilization etc.**

**||SPECIMEN AFFIDAVIT||**

(On Non Judicial Stamp of Rs. 10/-)

In response to the Rate Contract No. .... for .....  
(Name of the Rate contract) dated..... for quoting against the Rate contract 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.

**Dated**

**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, nothing has been  
concealed there in.

**Dated**

**Signature with Seal of the Deponent (Bidder)**

**Note: Affidavit duly notarized in original shall submit in the Office of Shri  
Vishwakarma Skill University, Haryana, Transit office: Plot No. 147, Sector 44,  
Gurugram (Haryana) on Technical Presentation day/date.**

**ANNEXURE – VII**

**(AN AGREEMENT BETWEEN SHRI VISHWAKARMA SKILL UNIVERSITY  
AND THE SUPPLIER) \***

Shri Vishwakarma Skill University (SVSU), Enacted under Government of Haryana Act No.25 of 2016 having its transit office at Plot No-147, Sector-44, Gurugram, Haryana represented through its authorized signatory ..... **(Name of Officer)**, ..... **(Designation of Officer)** (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 Rate Contract No. .... for ..... (Name of the Rate contract) 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 executing agency for Rate Contract No. .... for ..... (Name of the Rate contract) dated .....

Firm Name..... (execution **Agency**) is hereby agreed to take the Rate Contract No. .... for ..... (Name of the Rate contract) at the quoted negotiation rates, terms and conditions contained the RATE CONTRACT, 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 after signing of tender documents by both the parties and shall remain valid until the final completion of the job inclusive of warranty period or cancelled earlier by the Shri Vishwakarma Skill University, Haryana as per the time schedule prescribed in the rate contract document.

All the terms and conditions and Technical specifications contained in the Rate Contract No. .... for ..... (Name of the Rate contract) dated ..... shall be the part of tender documents.

Firm Name..... (execution **Agency**) hereby declare that I shall remain bound and abide by the rates, terms and conditions and technical specifications of the aforesaid as well as RATE CONTRACT, Work Order/Purchase Order and due communications of the above said work.

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

**Signed by**

**First Party: SVSU, Gurugram  
Signature with seal  
Date & Place**

**Second Party:  
Signature with seal  
Date & Place**

**In presence of (Witnesses)**

1.	1.
2.	2.

**\*Note-This Contract is to be Signed on Rs. 100/- Non Judicial Stamp paper within 15 days after receiving of LOA/LOI by the bidder/supplier from buyer.**