



श्री विश्वकर्मा कौशल विश्वविद्यालय

(हरियाणा सरकार, एक्ट संख्या 25, 2016 के तहत)

Shri Vishwakarma Skill University
Palwal, Haryana

Tender Document

Outsourcing of Security Services on Turnkey Basis at University offices and campuses.

Tender No: SVSU/GB/2023/003

Dated: 07/11/2023

1. Notice Inviting Tender

Sub: - Outsourcing of Security Services at University offices and campuses.

Shri Vishwakarma Skill University, Haryana invites online Tender for “**Outsourcing of Security Services at University offices and campuses.**” through e-procurement on portal <https://etenders.hry.nic.in> from the reputed firm, well established and financially sound Security Service Agencies registered as a Company, under companies Act of India for providing Security Services to Shri Vishwakarma Skill University, Dudhola Palwal & Transit office at Gurugram for Securing entire facilities at University offices and campuses. 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.

1.1 SCHEDULE

1.	(Tender Fee + E-Service Fee) + GST	
	The Bidders both from the Haryana and Non-Haryana (Tender Fee + E-Service Fee) + GST *MSME are exempted from the fee registered at Haryana only as per Haryana state public procurement policy for MSME 2016.	4000 +1000+18%GST=5900/-
2.	EMD Amount	
	The Bidders both from the Haryana and Non-Haryana **MSME are exempted from the EMD registered at Haryana only as per Haryana state public procurement policy for MSME 2016.	2% of tender cost
3.	Performance Security for (i) Haryana based micro and small enterprises (MSEs) (ii) Haryana based other firms/enterprises (iii) Other states / UT's based firms	(i) 0.2% of total value of contract (ii) 2% pf the total value of contract (iii) 3% of total value of contract
4.	Issue of Tender Document	07/11/2023 at 15:00 Hrs
5.	Online Tender Purchase Start Date	07/11/2023 at 15:00 Hrs
6.	Online Tender Purchase End Date	14/11/2023 at 16:00 Hrs
7.	Online proposal Submission Start Date	07/11/2023 at 15:00 Hrs

8.	Online proposal Submission End Date	14/11/2023 at 16:00 Hrs
9.	Date of pre-bid meeting through	09/11/2023 at 10:00 Hrs
10.	Opening of Technical Bid	15/11/2023 at 15:00 Hrs
11.	Technical Presentation	Subsequent date to be informed later.
12.	Financial Bid	Subsequent date to be informed later.
13.	Validity period of Proposal	180 days
14.	Address of Communication	Registrar Shri Vishwakarma Skill University, Dudhola, Palwal Transit office : Plot 147, Sector 44, Gurugram, Haryana
15.	Contact Person Name, Phone number & E-mail id	Amit Vashist, AR – Procurement Contact no.8529208057

Note: -

- Tender document can also be downloaded from University Website www.svsu.ac.in
- University reserved the right to change any Date, Time and condition of Tendering without assigning any reasons and reserve all the rights.
- Amendments to TENDER, if any, would be published on e-procurement website <https://etenders.hry.nic.in> only and not in newspaper. The Shri Vishwakarma Skill University, Haryana reserves all the rights to accept or reject any or all tenders without assigning any reasons.
- Queries will be sent to the Officer appointed for this Tender. Each bidder will send only one e-mail containing the Pre-bid Queries. In case of more than one e-mail, only the queries provided in the 1st E-mail will be considered.

2. Instructions to Bidders

Sub: - Outsourcing of Security Services at University offices and campuses.

Shri Vishwakarma Skill University, invites online Bids (Technical bid and financial bid) from eligible and experienced For “**Outsourcing of Security Services at University offices and campuses.**” through e-procurement on portal <https://etenders.hry.nic.in> from the vendors of a reputed, well established and financially sound Security Service Agencies registered with the concerned authority in India for providing Security Services to Shri Vishwakarma Skill University for Securing entire facilities at University offices and campuses as per terms& conditions specified in the tender document.

Bidders can access tender documents on the website of the University and fill them with all relevant information and submit the completed tender document with Tender Fee and EMD amount online as per the schedule to <https://etenders.hry.nic.in>.

2.1 INSTRUCTIONS TO BIDDER FOR E-TENDERING

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

2.1.1 E-Tendering:

2.1.1.1 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.

2.1.1.2 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.

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

2.1.1.4 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 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.

- 2.1.1.5** 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.
- 2.1.1.6** Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- 2.1.1.7** Bidder must positively complete online e-tendering procedure at <https://etenders.hry.nic.in>
- 2.1.1.8** 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.
- 2.1.1.9** For any type of clarifications bidders/contractors 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 with the following:
 - 2.1.1.9.1** TENDER cost + E-service Fee and EMD Amount.
 - 2.1.1.9.2** Affidavits.
 - 2.1.1.9.3** Authority Letter to Sign on behalf of Owner / Director.
 - 2.1.1.9.4** Authority Letter for use of Digital Signature.
 - 2.1.1.9.5** Technical Bid with all relevant enclosures.
 - 2.1.1.9.6** All documents to be submitted by the firms should be duly attested by Authorized Signatory in case these are copies of the original documents. No unattested documents will be entertained.
 - 2.1.1.9.7** The prospective bidders will upload scanned self-certified copies of requisite documents as required in e-tendering process.
- 2.1.1.10** The Tender document cost+ E-Service Fee is to be deposited online by bidder.
- 2.1.1.11** The tenders uploaded without/incomplete/partial EMD and tender fee + E-service fees shall be disqualified.
- 2.1.1.12** The EMD amount is to be deposited online by bidder.
- 2.1.1.13** The tender documents fees shall not be refunded.
- 2.1.1.14** 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.
- 2.1.1.15** No Proposal will be accepted without valid TENDER cost and Earnest Money Deposit.

2.1.2 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 bidders may submit their complete bids (with all the requisite documents) in multiple files.

2.1.3 Financial bid: -

Bidder must submit the Price/Financial bid document as per the format given in TENDER/available online and uploaded 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 bidder can view the financial bid opening date by logging into web-site.

2.1.4 On the due date of e-tender opening, the technical bids of bidders will be opened online. Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana reserves the right for extension of due date of opening of technical bid.

2.1.5 Shri Vishwakarma Skill University reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

2.1.6 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.

2.1.7 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> web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to note the same from web site. **The Shri Vishwakarma Skill University, Dudhola, Palwal, Haryana** shall have no responsibility for any delay/omission on part of the bidder.

3. TERMS and CONDITIONS

3.1 **Due date:** The tender has to be submitted online on or before the due date. The offers received after the due date and time will not be considered. No application will be received through e-mail/fax. The University would not be responsible for any delay.

3.2 **Tender Fee (Non-Refundable):** The Bidder should submit a non-refundable tender fee online. The Technical Bid without Tender fee would be considered as UNRESPONSIVE and will not be accepted. The tender fee will not be returned/refunded to any Bidder in any circumstances. 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.

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 item wise price for the items mentioned in the technical bid.

All documents to be submitted by the firms should be duly attested by Authorised Signatory in case these are copies of the original documents. No unattested documents will be entertained.

3.4 **Earnest Money Deposit (EMD) (if applicable):** While submitting bid, the BIDDER shall deposit an amount mentioned in tender 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

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.

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 to unsuccessful Bidders only after the agreement with the successful bidder. 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. In case, the offer is accepted, but not honoured 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.

3.6 Opening of the tender: 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 tender opening. Bid received without or incomplete Tender Fee or EMD will be rejected outrightly. The technical bid will be opened first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which are technically qualified as per the specification, and will be opened in the presence of the bidder's representatives subsequently for further evaluation. The Bidder if interested may participate on the tender opening Date and Time. The Bidder should produce authorization letter from their company to participate in the tender opening. The University may call bidders for demonstration and presentation of the equipment during technical evaluation. The cost for the demonstration will be borne by the Contractor and University will not pay any TA/DA for presentation/ demonstration. If any firm fails to successfully demonstrate the system quoted by them, the Bid of that firm will not be considered.

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 be a reputed, well established and financially sound Security Service Agencies registered as a Company in India for providing Security Services.

3.7.2 Registration with EPFO

3.7.3 Registration no. under Contract Labour (Regulation & Abolition) Act 1970.

3.7.4 Registration with ESI Department

3.7.5 Should have a Valid License to engage in the business of private security agency by concerned authority of the state.

3.7.6 PAN in the name of registered Owner/ Agency.

3.7.7 Registration with Service Tax Department/ GST.

3.7.8 Documents in support of experience in preceding **three years** of Security Services in Govt. Departments / PSUs / other reputed national level organizations / reputed institutions. Statement of experience which includes

Name of the Firm along with contact detail, Period(Last Three Years), Value of the contract & Total no of Security Individuals deployed etc. may also be attached.

3.7.9 The firm should not have incurred any loss in last three years which is mandatory. Bidder should submit audited statement showing their Net balance & profit and ITR for last three financial years upto **2019-2022**.

3.7.10 Duly signed and stamped copy of all pages of Bid documents as an acceptance of all terms and conditions.

3.8 SCOPE OF WORK AND GENERAL TERMS AND CONDITION:

General Information & Other Terms & Conditions of security services for a **period of two years** at University office **further** extendable for a period **upto one year**, subject to satisfactory performance by the Contractor on the same terms & conditions.

3.8.1 The contractor shall not sublet the work.

3.8.2 The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.

3.8.3 The wages will be paid to the employees as per **Minimum wages rates** of Haryana state / Rate of (**PALWAL**) district.

3.8.4 Reimbursement of bill to the contractor will be made upon submission of pre-receipted bill along with the attendance sheets of the manpower, payment vouchers duly signed by contractual employees and EPF and ESI challan for submission of EPF and ESI contribution for each month, through RTGS.

3.8.5 Agencies are invited at the premises to come and do the survey to gauge the requirement for the personnels to be deployed to ensure the complete safety of premises. (Male & Female guards both)

- **Agency to access the allocation of Shift supervisors in the university to be present 24*7.**
- **A dedicated team will be required for regular patrolling of campus 24*7 with modern equipments as required.**
- **Agency to provide trained staff to handle emergency fire situation 24*7. The agency will be responsible for regular upkeep & maintenance of the fire equipments .**
- **Agency to provide licensed gunman's to be present 24*7 in the campus.**
- **Agency to provide trained personnel along with equipment to catch snakes / animals in the campus.**
- **(Scope of unlocking building doors both main and offices / class doors in the morning and locking after the classes will be under**

agency scope)

- (Scope of handling and safeguarding all keys will be under the agency scope)
- In case of any infighting situation in campus, agency needs to resolve it and to handle police agencies as well if involved
- Agency to provide below safety equipments to guards -
 - A. Walky Talky
 - B. Safety shoes with proper uniform / ID cards
 - C. Umbrella and Rain coats
 - D. Torch / Emergency lights
 - E. Any other required security equipment not mentioned above
 - F. Sticks for the guards
 - Agency to setup the security control room as university will only provide the basic infrastructure room
- 3 Shift timings will be of 8 hours each

Shift A – 6am-2pm

Shift B – 2pm – 10pm

Shift C – 10pm-6am

- 3.8.6** The contractor will discharge all his legal obligations in respect of the workers/ supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the SVSU from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws.
- 3.8.7** The selected agency shall employ persons with good health in the age of minimum 18 and up to 55 years. In case any of the personnel so provided is found non-suitable by the SVSU, The SVSU shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
- 3.8.8** Bidders should bid the financials as per the State Government rates inc. Security Supervisor/ Security Guards on monthly basis including all statutory compliances.
- 3.8.9** Yearly Contact value of the contract is 2.00Cr (Turn Key Value)
- 3.8.10** All payments made shall be after deduction of tax at source wherever applicable as per the provisions of Income Tax Act, 1961.

- 3.8.11** The manpower deployed to this office by the Contracting agency will be adjudged for their suitability for this work.
- 3.8.12 Risk Service clause:** SVSU will discontinue the service at any time, if the services are found unsatisfactory after giving show-cause notice to be replied within a week and if not made within week or even if made SVSU is not satisfied with the reply filed. Also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
- 3.8.13** The contractor/agency will furnish to the SVSU full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number, Aadhaar card, etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer and also ensure that they should have possessed two years' experience in similar field.
- 3.8.14** The contractor will have to get its employees verified by Police at its own costs. (To be submitted before the joining of guards)
- 3.8.15** The personnel provided shall be under control and supervision of the contractor/agency. They will be bound by office timings, duty, placement, locations etc., as decided by the University.
- 3.8.16** The contractor/agency shall make payment of remuneration/ wages to its personnel on or before 7th of every month by RTGS/ECS directly in the Bank Accounts of the deployed Personnel. After making the payment, the contractor shall raise the bill to SVSU for payment of the settled amount along with the copy of challan and ECR (online generated) for submission of ESI and EPF contribution. The payment in the account of Service provider will be released through Escrow account only.
- 3.8.17** The terms and conditions as stipulated in the Bid documents and enclosed herewith, shall be part of the agreement.
- 3.8.18** SVSU reserves the right to increase or decrease manpower deployed to the organization.
- 3.8.19** The performance security shall be valid till all contractual obligations are fulfilled by the firm. The same shall stand forfeited in case of cancellation of the contract for any breach of contract or for any deficiency in the performance noticed during the currency of the contract.
- 3.8.20** The contractor shall be responsible for all injury and accident to persons employed by him while on duty. It is desirable that all employees are covered under an insurance cover and as per various acts and laws governing the same.
- 3.8.21** In case a contract is terminated in between the contract period of two

years, then L-2 will be called for negotiation and awarded the contract only for the remaining period of the original contract.

- 3.8.22** That the Contractor will provide Uniform & I. Cards to the employees at his own cost.
- 3.8.23** That the contractor will provide Appointment Letter, Salary Slip and Experience letter to all the employees.
- 3.8.24** All personnels should be Ex. Service Man/ Paramilitary/ Home Guard.
- 3.8.25** 10% Civilians can be allowed on approval basis.

3.9 Performance Security:

- 3.9.1** Performance Bank Guarantee is mandatory.
- 3.9.2** The Successful Bidder shall require to submit the performance security/Guarantee in the form of irrevocable bank guarantee issued by any Indian Nationalized Bank for an amount which is stated at the "Schedule" of the tender document within 21 days from the date of receipt of the purchase order and should be kept valid for a period of 60 days beyond the date of completion of contract period. The Performance security in other form viz., FD/Term Deposit Receipt etc. shall not be accepted.
- 3.9.3** The Successful Bidder should submit performance security/Guarantee as prescribed above to be received in the office of the Registrar on or before 21 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee as per Annexure-VI of the tender documents, for an amount of 10% of the tender amount
- 3.9.4** 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 tender.
- 3.9.5** If the Contractor shall not submit the performance security within 21 days from the date of receipt of 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 mention deadline of 21 days subject to submission of justification by the Bidder,

however the decision of the competent authority is final in this regard.

3.9.6 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 tender.

3.10 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.

3.10.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.10.2 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 Client 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.

3.11 PENALTY CLAUSES:

An amount equivalent to Rs. 1000/- will be levied as penalty per person per day, whenever it is found that the work is not up to the mark in any Section. It will be brought to the notice of the supervisory staff of the firm by SVSU and if no action is taken within one DAY penalty clause will be invoked.

Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced WITH IMMEDIATE EFFECT. Otherwise a penalty of Rs. 1000/- will be levied per person per day.

Penalty of Rs500/ per person per day will be levied at the contractor if any worker found in intoxicated situation. Contractor is liable to change the worker within one hour as soon as the matter comes to his knowledge.

If the required number of workers/supervisor are less than the minimum required a penalty of Rs 500/- per person per day will be levied.

3.12 LEGAL OBLIGATIONS:

3.12.1 All manpower employed by Service provider shall be engaged by him as his own employees in all respect i.e. expressed or implied. The responsibilities

whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the Service provider. The Service provider shall specifically ensure compliance with the following Laws/ Acts and their Enactments/ Amendments: -

- a. The Contract Labour (Regulation & Abolition) Act, 1970
- b. The Contract Labour (Regulation & Abolition) Central Rules, 1971
- c. The Minimum Wages Act, 1948
- d. The Payment of Wages Act, 1936
- e. The Manpower's Compensation Act, 1923
- f. The Employees' Provident Funds and Misc. Provisions Act, 1952
- g. The ESI Act, 1948
- h. The Payment of Bonus Act, 1965
- i. The Payment of Gratuity Act, 1976

Service provider shall abide by provisions of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the manpower employed by the Service provider shall be sole responsibility of the Service provider. If penalized for non-compliance of any of the legal requirements, the Service provider shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the SVSU

3.12.2 Service provider shall fully indemnify SVSU against all the payments, claims and liabilities whatsoever, incidental arising out of or for compliance with or enforcement of the provisions of any of the Laws/acts in relation to the Contract.

3.12.3 The Contract Labour (Regulation & Abolition) Act, 1970, and Rules, 1971 there under and the Central/ State Rules as modified from time to time are applicable to this Contract. The Service provider shall comply with these and take steps for getting the Agreement registered under the Act. He shall also indemnify SVSU from and against any claims under the aforesaid Act and the Rules.

3.12.4 The service provider will deposit the tax (service tax etc.) with concerned authority as applicable and submit the documentary proof of same to SVSU

3.12.5 The Service provider shall ensure that the payment of wages is made to the manpower employed by him after necessary deductions like TDS, PF, ESI etc. and the requisite documents are provided along with the bills. Further the amount shall be made by cheque/ ECS. Issuance of PF, ESI cards, etc. is the responsibility of the Service provider. No cash payments shall be made to any of the manpower employed through him.

3.12.6 SVSU shall have the right to check and call documents for the implementation of labour welfare laws and rules.

3.12.7 All the services employed by Service provider shall be considered as employees of the Service provider and they shall not make any claim in respect of employment and or other service benefits from the SVSU in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the Service provider and the manpower shall be entirely the dispute between them only. The SVSU shall not in any manner be a party to it. The Service provider will take all necessary steps for redressal of such disputes and shall be solely responsible for the outcome.

3.13 Resolution of Disputes: In case of Dispute or difference arising between the SVSU and the service provider relating to any matter arising out of or connected with this agreement, 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. The dispute shall be referred to the Vice Chancellor, Shri Vishwakarma Skill University and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

3.14 Applicable Law: The place of jurisdiction would be Gurugram/Palwal Haryana.

3.15 Transfer and Subletting: The Contractor shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the SVSU.

3.16 Contractor Integrity: The Contractor 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.

3.17 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.

3.18 Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction.

3.19 Notices:

3.19.1 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.

3.19.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.20 Taxes: Contractors shall be entirely responsible for all taxes, duties, license fees, permits, etc., However, GST in respect of the transaction between the SVSU and the Service Provider shall be payable extra, if so stipulated in the order.

3.21 Payment Terms

3.21.1 The contractor/service provider has to open Escrow account with SVSU. All the transactions will be done through Escrow account only. The grace period of one month shall be provided to the contractor for opening the Escrow account.

3.21.2 The service provider will deposit applicable taxes with the concerned authorities as per rates applicable from time to time. All the bills shall invariably be supported by the proof of payment of wages based on attendance and receipts of EPF & ESI and service tax in evidence of his having made payments to these accounts. All documents and bills shall bear sign and stamp of firm. Further signature of coordinator appointed to deal with SVSU shall also be provided.

3.21.3 In case it is noticed and found at any stage that the statutory regulations relating to EPF, ESI bonus etc. are not being complied, SVSU shall have the right to deduct and withhold upto 50% of total monthly dues of the service provider till the time the proper documents showing proof of compliance are submitted

3.22 DURATION OF CONTRACT: ·

3.22.1 The duration of this contract shall be period of two years at University office further extendable for a period upto one year, subject to satisfactory performance by the Contractor on the same terms & conditions.

3.22.2 In case it is found that the Service provider is not complying with the provisions of Minimum Wages Act, Employees Provident Fund Act, ESI Act and or any other, the university has right to terminate the contract with immediate effect and recover any dues towards the above provisions from the security deposit which is submitted by the Contractor.

3.22.3 Statutory provisions as mentioned in tender, is liable to be terminated at any time by giving 30 days advance notice to the Service provider.

3.22.4 Service Provider shall have the right of coming out of the contract by giving a notice for 60 days in advance during its validity.

3.22.5 SVSU shall have the absolute discretion to terminate the contract for without any reason by giving 60 days' notice.

3.23 Reservation of Rights: University reserved the right to enhance or mitigate the Manpower without any notice.

3.24 Training of Personnel: The Contractor shall be required to undertake to provide the training to the Manpower in the sphere of their work.

3.25 Bid Evaluation:

1. Those bidders who score minimum cut off mark of 60, will be eligible for submission of bid.
2. All the bids received will be screened and shortlisted by the In-house Committee of the SVSU based on the eligibility criteria and the details submitted by the bidder and will assign marks as per Technical Bid Evaluation Matrix, as mentioned hereinabove, to shortlist maximum bidders (the score will be binding to all the bidders and cannot be challenged)
3. In case the financial bid points remains equal for multiple parties the preference will be given to the party with highest marks in the technical bid.
4. 70% weightage will be assigned to technical bid and 30% to price bid.
5. The Bidder shall be required to produce attested copies of the relevant documents in addition to the documentary evidence in support of EVALUATION MATRIX serial no:1-10 for being considered for technical evaluation.
6. The Tender committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.
7. The technical scrutiny shall be based on submitted substantiation documents.
8. Any tender during the evaluation process not meeting the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

Example for evaluation of proposals:

The example to calculate most successful bidder based on marks given on each of the above parameters is as follows:

- Each of the stipulated parameters carries maximum marks with Total Marks of Technical bid evaluation equal to 100.
- For deciding the most successful bidder 70% weightage shall be given to technical parameters and 30 % shall be given to price bid.
- **EXAMPLE IS GIVEN BELOW.:**
- Suppose three bidders are short listed as A, B, & C based on technical bid scrutiny and they secured marks out of 100 as under:
 - A – 85 marks;
 - B – 80 marks;
 - C – 78 marks
- As 'A' secured highest marks in technical evaluation, to work out percentile score, following will be the calculation:
 - A : $(85 / 85) \times 100 = 100$
 - B : $(80 / 85) \times 100 = 94.12$
 - C : $(78 / 85) \times 100 = 91.76$
- Now that technical bids are evaluated, financial bids can be opened.
- Financial quotes for three bidders are as follows:

- A : ₹ 300 per annum
- B : ₹ 250 per annum
- C : ₹ 210 per annum

• As 'C' has quoted lowest price, to work out percentile score, following will be the calculation:

- C : $(210 / 210) \times 100 = 100$
- B : $(210 / 250) \times 100 = 84$
- A : $(210 / 300) \times 100 = 70$

• Since proportion of technical to financial score is specified to be 70:30, then final scores will work out as follows:

- A : $(100 \times 0.70) + (70 \times 0.30) = 91.00$
- B : $(94.12 \times 0.70) + (84 \times 0.30) = 91.08$
- C : $(91.76 \times 0.70) + (100 \times 0.30) = 94.23$

From the above, the most successful bidder would be the one with highest percentile score i.e. 'C'.

If any stage, there is tie between two bidder (same high percentile score) then work shall be done among them equally.

- 3.26.1** H1 will be decided on the basis of percentage total as calculated by the above mentioned method.
- 3.26.2** After the H1, H2, H3 have been decided the EOI committee will visit the premises where the bidders have ongoing contracts for the checking the authenticity of the documents presented in the bid.
- 3.26.3** Offer which deviates from the vital conditions (as illustrated below) of the tender shall be rejected:
- 3.26.4** The bids where the eligibility documents have not been submitted as per the terms and conditions given in this bid will be rejected.
- 3.26.5** The documents on which technical score calculated shall be considered as final and no further documents will be accepted.
- 3.26.6** The deficiency in the remaining documents and tender requirement can be made subject to the decision made by the competent authority of the university.
- 3.26.7** Receipt of offers after due date and time and or by email / fax (unless specified other-wise) will be rejected.
- 3.26.8** In case any BIDDER is silent on any clauses mentioned in this tender document, the Institute shall construe that the BIDDER had accepted the clauses as per the invitation of the tender.
- 3.26.9** No revision in the terms and conditions quoted in the offer will be entertained after the last date and time fixed for receipt of tenders.

- 3.27 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 Tender Forms.”
- 3.28 The Financial bids of only those bidders 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.
- 3.29 The offer without prescribed earnest Money, tender Fee & E-Service fee is liable to be summarily rejected.
- 3.30 Any company/firm black listed by Central/State Government/Autonomous organization are not entitled to submit the tender. If it is submitted, it will be rejected and Earnest Money Deposit or/and Performance security will be seized and legal action will be taken against them.
- 3.31 Any or all tenders can be rejected by the Registrar, SVSU on the recommendation of tender committee without assigning any reason at any stage. It cannot be challenged in any court.
- 3.32 Tenders which do not fulfil any or all of the above conditions or incomplete, are liable for rejection.
- 3.33 Bidder should abide to all terms and conditions stipulated in tender document for which he has to submit the affidavit.
- 3.34 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.

Technical Evaluation of total 100 marks

ANNEXURE --- A 1

EVALUATION MATRIX			
S.NO	Evaluation matrix	Description	Max Marks
1	Constitution (prior to date of RFP/Tender)	Public/ Limited Company	10
		Private Limited Company	5
		Proprietorship firm	3
2	Date of Establishment of the firm	More than 10 years	10
		8 year to less than 10 year	5
		8 year and less	3
3	Established Office in the state of Haryana	Prior to date of RFP/Tender	10
		After the date of RFP/Tender	5
		To be opened	3
4	Ex. Service-Man (ESM) on company payroll	More than 250 Manpower	10
		200 to 250 Manpower	5
		100 to 199 Manpower	3
5.	Training Centre	Own Training Centre	10
		Tie Up with third party Training Centre	5
6	Experience in Providing Manpower Services (Guarding)	Single contract value more than 2 crore { 4 clients)	10
		Single contract value more than 2 crore (2 clients)	5
		Single contract value more than 2 crore (1 - client)	3
7	Number of Clients in providing Similar work to Education/MNC/Industries Sector in Last 3 Years (Ongoing/ Completed)	More than 5	10
		3 to 5	5
		1 to 2	3
8	Solvency Certificate	More than 5 Crore	10
		3 Crore to 5 Crore	5
		1 Crore to 2 Crore	3
9	Average Annual Turnover of Company in last 3 Financial Year i.e. 2019- 20, 2020-21 and 2021-22.	More than 60 Crore	10
		30 to 60 Crore	5
		5 to 30 Crore	3

10	ISO Certificates (prior to date of RFP/Tender)	ISO 31000:2018 ISO9001:2015, ISO14001:2015, ISO 45001:2018, ISO 18788:2015	
		3 Certificates	10
		2 Certificates	5
		1 Certificates	3
		TOTAL MARKS	100

**<< 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.	Whether the all pages of the proposal has been signed with seal of firm by bidder/authorized signatory?		
2.	Have submitted the Company /Agency Registration & associated Documents on e-Procurement Portal?		
3.	Have submitted copy of PAN, GST, TAN Registration etc. on e-Procurement Portal?		
4.	Have submitted EMD and TENDER+ E-Service charges on e-Procurement Portal?		
5.	Have you checked the eligibility Criteria and Submitted the relevant documents as proof on e-Procurement Portal?		
6.	Have you checked the Technical Evaluation Marks Table and Submitted the relevant documents as proof on e-Procurement Portal?		
7.	Have submitted the authority letter for signing the proposal on behalf of the bidder on e-Procurement Portal?		
8.	Have submitted the authority letter for use of digital signature on e-Procurement Portal?		

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
9.	Have submitted the Details of Bid Submission as per Annexure - I		
10.	Have submitted the Organization Declaration on Sheet as per Annexure – II		
11.	Have submitted the List of Government organizations/ Department/PSU and Private Organizations where the same Services have been provided (in last three years) along with their contact number(s) as per Annexure-III & IV Note: The bidder(s) are required to submit proper proof (like Purchase Order/Work Order) duly attested by authorized signatory of the firm.		
12.	Have submitted the List of Performance Report where the same Services have been provided (in last three years) as per Annexure-V Note: The bidder(s) are required to submit proper proof (like Purchase Order/Work Order and Performance Report) duly attested by authorized signatory of the firm.		
13.	Have submitted the Details of Electronic Fund Transfer/RTGS Transfer (Annexure VII)		
14.	Financial Proposal Document (Annexure-VIII)		
15.	Have submitted the Affidavit regarding Authenticity and correctness of information/documents as per Annexure – IX		
16.	Have submitted the Affidavit regarding delisting/blacklisting, demobilization etc. as per Annexure – X		
17.	Whether the TENDER document has been signed by bidder/authorized signatory and		

Sr. No.	Content	Document Submitted (Yes/No)	Page Number as per numbering given to the technical bid documents uploaded on the portal (If Applicable)
	submitted on e-Procurement Portal as a token of acceptance?		
18.	Whether the TENDER corrigendum (if any) has been signed by bidder/authorized signatory and submitted on e-Procurement Portal as a token of acceptance?		
19.	Have submitted the audited statement and Financial Assessment Copy/Income Tax Return Copy showing their net balance / Profit for last three financial years upto 2019-22 for financial eligibility.		
20.	All documents to be submitted by the firms should be duly attested by Authorised Signatory. In case these are copies of the original documents. No unattested documents will be entertained.		
20	Have submitted the financial bid.		-----

(Signature with Seal of the Bidder)

Name:

Designation:

Organization Name:

Contact No.:

<< Organization Letter Head >>
DECLARATION SHEET

I/ We, _____ hereby 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.

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/ Firm	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
GST Number	
TIN Number	
PAN Number	
(On-line payment of Tender Fees)	
UTR No. (For Tender Fee)	
(On-line payment of EMD)	
UTR No. (For EMD)	

Attachments:

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

(Signature with Seal of the Bidder)**Name:****Designation:****Organization Name:****Contact No.:**

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 GURUGRAM OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT GURUGRAM OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT GURUGRAM. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT AC-CEPTED.)

To,
The Registrar

Shri Vishwakarma Skill University,

Dudhola, Palwal, Haryana

India

LETTER OF GUARANTEE

WHEREAS Shri Vishwakarma Skill University, Dudhola, Palwal (Buyer) have invited Tendersvide

Tender No.: dated:
.....

For providing of Manpower
of.....

and whereas the said tender document requires that any eligible successful Bidder (seller) wishing to provide the manpower 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 **Two Year Three 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 ShriVishwakarma **Skill University, Dudhola, Palwal, Haryana** on demand and without protest or demur Rupees

This bank further agrees that the decision of SVSU, Dudhola, Palwal (Buyer) as to whether the said Bidder (Seller) has committed a breach of any of the conditions referred in tenderdocument / 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 **ShriVishwakarma Skill University, Dudhola, Palwal, Haryana** (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 atsituated 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.

**<< Organization Letter Head >>
MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

Date: / /

The Registrar
Shri Vishwakarma Skill University,
Dudhola, Palwal.

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

1. Name of the Party/Firm/Company/Institute:

2. Address of the Party:

Line 1:

Line 2:

City:

Pin Code:

E-Mail ID:

Mob No:

Permanent Account Number (PAN NO.):
.....

3. 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 <input type="checkbox"/>	Current <input type="checkbox"/>	Cash Credit <input type="checkbox"/>

Account Number																			
-------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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.

**<< Organization Letter Head >>
Financial Proposal (to be submitted online only)
Financial Proposal**

To
The Registrar,

Shri Vishwakarma Skill University, Dudhola
, Palwal Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (Haryana).

Sub: Financial Bid /proposal for “ _____ ”

Dear Sir,

I/We are pleased to quote/submit our financial proposal for the
“ _____ ”.

I/We _____ organization here with enclose the Financial Proposal for
selection of my/our firm for that tender. For TENDER, **our Financial Proposal
submitted in Percentage 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.

1. Service Delivery Period: Within maximum of 03 weeks from the date of placement of
Contract agreement.

**NOTE: Financial Proposal must be submitted in the shared format. If financial bid
submitted manually than bid shall not be accepted in any circumstances.**

Signature:

Name:

Business Address:

.....

Affix Rubber Stamp:

Place:

Date:

		Financial Proposal (Ex-serviceman/non ex-service man/ Gunman			
SR. NO.	Particulars	Security Guard	Ex-Serviceman	Gunman	Supervisor
(A)	Basic Wages as per State Govt. Notification on minimum Wages for 26 days (8 Hours)				
(B)	EPF as per Haryana Govt. norms				
(C)	ESIC as per Haryana Govt. norms				
(D)	Service Charge – To be quoted in percentage only				
(E)	GRAND TOTAL (sum of (A) to (D))				
(F)	Yearly Value				

Note – In case financial bid / financial proposal score / values remains tie of multiple parties the preference will be given to the bidder with highest marks in technical evaluation / bid , vice-versa.

Affidavit regarding Authenticity and correctness of information/documents

||SPECIMEN AFFIDAVIT||

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

To

The Registrar,

Shri Vishwakarma Skill University, Dudhola

,Palwal Haryana,

Transit office: Plot No. 147, Sector 44,

Gurugram (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/Firm) 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-tender 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:
 - 1) The proof of online deposit of EMD and cost of TENDER/bid document + E-service charges and other relevant documents provided are authentic.
 - 2) Information regarding financial qualification and annual turnover is correct.
 - 3) Information regarding various technical qualifications is correct.

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

Affidavit regarding delisting/blacklisting, etc.
||SPECIMEN AFFIDAVIT||

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

To

The Registrar,
Shri Vishwakarma Skill University, Dudhola
,Palwal Haryana,
Transit office: Plot No. 147, Sector 44,
Gurugram (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/Firm) do hereby solemnly affirm an
oath and state that:

The firm/agency should not be black-listed/de-listed/debarred 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 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 – XI

**(AN AGREEMENT BETWEEN SHRI VISHWAKARMA SKILL UNIVERSITY
AND THE Service Provider) ***

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 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 Agency 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 executing 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, and Haryana) as per the time schedule described in the tender document.

All the terms and conditions and Technical specifications 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 and technical

specifications of the aforesaid as well as TENDER, Work Order/Purchase Order and due communications of the above said work.

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

Signed by

**Buyer: SVSU, Dudhola,
Signature with seal
Date & Place**

**Bidder:
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 purchase Order/Work Order from.**

(Please put the initials at each page)