

# HARYANA STAFF SELECTION COMMISSION

BAYS NO. 67-70, SECTOR-2, PANCHKULA- -134115

(Website [www.hssc.gov.in](http://www.hssc.gov.in))



## SHORT TERM E-TENDER NOTICE FOR TENT RELATED SERVICES TO HARYANA STAFF SELECTION COMMISSION

Email:- [secretary.hssc-hry@gov.in](mailto:secretary.hssc-hry@gov.in)

Dated : 28<sup>th</sup> June, 2021

Sd/-  
Secretary,  
Haryana Staff Selection Commission  
Bays No. 67-70 Sector-2, Panchkula -134151

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**SECTION-1  
IMPORTANT INFORMATION**

1.	Tender Inviting Authority Designation and Address	<b>HARYANA STAFF SELECTION COMMISSION BAYS NO. 67-70, SECTOR-2, PANCHKULA.</b>
2.	Name of the Item to be procured	Providing Tent Services to HSSC
	Tender reference	<b>E-Tender/HSSC/2021/Tent Services/21</b>
	Place of Execution	Haryana Staff Selection Commission, Panchkula or in the State of Haryana as per requirement.
	Email address for communication for any queries/clarifications	<a href="mailto:secretary.hssc-hry@nic.in">secretary.hssc-hry@nic.in</a>
3.	b) Processing Fee for Tender (Non Refundable)	The Payment for Tender Document Fee ₹2000/- (Rupees Two Thousand only) and e-Service Fee ₹1,000/- (Rupees one thousand only) can be made by eligible bidders through Online Mode in favor of Secretary, <b>HARYANA STAFF SELECTION COMMISSION</b> . Scanned copy of Online Payment Receipt should be uploaded with technical e-bid.
4.	c) Earnest Money Deposit (EMD) (Refundable)	The EMD of ₹1,00,000/- (Rupees one lac only) can be made by eligible bidders through Online Mode and bidder must remit the funds at least T+1 day (Transaction + one day) in advance to the last day in favor of Secretary, <b>HARYANA STAFF SELECTION COMMISSION, Panchkula</b> . Scanned copy of Online Payment Receipt should be uploaded with technical e-bid. The bidders who had applied earlier for the above services in the e-tender ID 2921_HRY-160950_1 with EMD ₹1,00,000/- will be exempted for re-submission of EMD.
5.	Publication of Tender document	HSSC Website <a href="http://www.hssc.gov.in">www.hssc.gov.in</a> on 30.06.2021 at 12.30 PM
6.	Publication of Tender Notice & Tender Document on Website	Tender Notice & Tender Document is available at <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> from 12.30 PM onwards on 30.06.2021
7.	Approximate Project Cost	Rs. 30.00 lac
8.	Starting date of Tender for bidding	30.06.2021 from 03.00 PM onwards
9.	Date and time of Pre-bid	12.07.2021 at 03.00 PM
10.	Last date and time for submission of e-Tender	15.07.2021 by 02.30 PM
11.	Date and Time of Opening of Technical Bids	15.07.2021 at 03.00 PM
12.	Last date for submission of hard copy of technical bid to HSSC.	15.07.2021 by 02.30 PM (hard Copy of Technical bid as uploaded on <a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> by the respective bidder must be submitted by bidder in the O/o Secretary, Haryana Staff Selection Commission, BAYS NO. 67-70, SECTOR-2, PANCHKULA.
13.	Date and Time of Opening of Commercial Bids	To be intimated later on
14.	Total Annual Financial Turn Over (average three years)	Rs. 1.50 cr.
15.	Please refer to the Section 2 of the Tender Document. Two Bid System i.e. Stage-1 Prequalification cum Technical Bid; Stage-2-Commercial Bid. Tenders received after due date and time will be summarily rejected. Any Bid not conforming to the format will be summarily rejected.	
16.	<ul style="list-style-type: none"> <li>i. Further for any clarification on process for e-tendering, the bidders are requested to contact the NIC at the following:-</li> <li>ii. Phone: 0120-4200462, 0120-4001002</li> <li>iii. Mobile 8826246593</li> <li>iv. Email support-eproc[at]nic[dot]in</li> <li>v. For support related to Haryana Tenders in addition to helpdesk you may contact at 0172-2700275. Also you may drop a mail to <a href="mailto:eproc.nichry@yahoo.com">eproc.nichry@yahoo.com</a></li> </ul>	

## INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as e-Mudhra CA/GNFC/IDRBT/ MtnTrustline/ SafeScript/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/ given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid Updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST), which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI. encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by

unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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## SCOPE OF WORK

**HARYANA STAFF SELECTION COMMISSION** invites sealed bids from firms/ service providers and agencies of reputed, having sufficient work experience in concerned field of minimum three years in Central Government, State Government/Semi Government/Board/ Corporation/ Universities/Public Undertaking/ agencies and Universities etc. for erection of Army Tent/Normal Tent and other related items covered under tent services:-

- 1 To install infrastructure article i.e. Erection of Army Tent/Normal Tent, Barricading with Pole/Wooden Ballies/rope, Public address system, Supply of Banquet Chairs, Tables with covers, Pure Drinking Water Camper/Bottles 20 litters, Parada/ Kanat, Cooler/Sound Proof Fans/ACs. and other related items covered under tent services during conduct of PST/PMT of the candidates and Scrutiny of documents etc. as per requirement of the Commission.
- 2 The Vendor shall ensure that there is no shortage of infrastructure article during conduct of RFID for Police Recruitment, PST/PMT of the candidates and Scrutiny of documents etc. as per requirement of the Commission. Extra infrastructure article in centres would be kept available in case of emergency. The Vendor shall keep available electrician, labour and other person at site to fix the infrastructure at short interval at all time during the above process is being conducted.
- 3 The services of the Vendor may be required in any part of Haryana.
- 4 Since every time the assignment will be time bound, the agency shall give proper attention for successful completion of project and the service shall be available for successful implementation and completion of assignment.
- 5 The Vendor shall be informed about the details about the quantum of work and its location in advance adequately. However, the list of Physical Screening Test centres will be shared only 3 days in advance and/or depending upon number of Physical Screening Test centres selected for each PST/PMT Centre assignment, the period of such notice may be relaxed.
- 6 All kind of work related to subject assignment and as mentioned in the scope of work and Terms & conditions of Tender Document will also be applicable to Vendor.
- 7 The vendor shall appoint / nominate one person for each city as Nodal Officer and provide his name and contact number to Haryana Staff Selection Commissions three days before the starting of Physical Screening Test/Physical Measurement Test or any other test
- 8 The manpower which is deputed at each PST/PMT Centre shall be in uniform and carry identity Card issued by the Haryana Staff Selection Commission.
- 9 The HSSC shall ensure & declare the dates of Physical Screening Test and centres well in time & the same will be intimated to the Vendor within reasonable time for installing temporary tents/ offices.

The estimated tender value is approx. Rs.30.00 lac.

## 1. ELIGIBILITY CRITERIA FOR BIDDERS:

### A. Bidder's General Qualifications:

- i. This tender is open to all firms/companies from within India, who are eligible to do business under relevant Indian laws as in force at the time of bidding.
- ii. Firm/company declared by Govt. of Haryana (GoH) to be ineligible to participate for corrupt, fraudulent or any other unethical business practices shall not be eligible during the period for which such ineligibility is declared.
- iii. Breach of any of the conditions of this tender document, work order, arrangement, contract with GoH may attract a proceeding to declare a firm/company ineligible for a certain period or certain number of consecutive tender calls at the option of HSSC.

### B. Minimum Eligibility Criteria:

Sr.	Clause	Documents Required
1.	Processing Fee for Tender (Non Refundable)	The Payment for Tender Document Fee ₹2000/- (Rupees Two Thousand only) and e-Service Fee ₹1,000/- (Rupees one thousand only) can be made by eligible bidders through Online Mode in favor of Secretary, <b>HARYANA STAFF SELECTION COMMISSION</b> . Scanned copy of Online Payment Receipt should be uploaded with technical e-bid.
2.	Earnest Money Deposit (EMD) (Refundable)	The EMD of ₹1,00,000/- (Rupees One lac only) can be made by eligible bidders through Online Mode and bidder must remit the funds at least T+1 day (Transaction + one day) in advance to the last day in favor of Secretary, <b>HARYANA STAFF SELECTION COMMISSION, Panchkula</b> . Scanned copy of Online Payment Receipt should be uploaded with technical e-bid. The bidders who had applied earlier for the above services in the e-tender ID 2921_HRY-160950_1 with EMD ₹1,00,000/- will be exempted for re-submission of EMD.
3.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	The Signatory signing the Bid on behalf of the bidder should be duly authorized to sign the bid from CS/CEO/Any of the Director/Managing Director of the company/bidding firm.
4.	The bidder must be registered in India under the Indian Companies Act, 1956/ Partnership Act 1932/sole proprietorship (with GST) firm and should be in existence in India for at least the last 3 years, as on date of submission of bid.	Incorporation for Registered Companies, Partnership Deed for Partnership Firms/ with GST Certificate for Sole Proprietorship Firms.
5.	The Bidder should be in the business of supplying, installing, and maintaining of similar Activities/services in Central Government, State Government/Semi Government/Board/Corporation/Universities/ Public Undertaking/ agencies and Universities etc. for erection of Army Tent/Normal Tent and other related items covered under tent services in India for last 3 years as on date of submission of bid.	Copies of work orders and contracts specifying the same be enclosed alongwith its value.

Sr.	Clause	Documents Required
6.	The bidder average turnover during last 3 years should be at least 5 times estimated tender value.	In case bidder is any Indian firm/ distributor/ dealer in that case bidder has to submit financial results of Annual financial filing made with the appropriate regulatory of the country or equivalent legal document to check the turnover at least for last financial year.
7.	The bidder average turnover during last 3 years should be at least half of estimated tender value in case onetime service. The bidder should have positive net worth for two years in last three audited financial years.	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years.
8.	The bidder should have executed orders of 20% of estimated tender value or supplied at least 20% of tender quantity in last 3 financial years. The orders should be executed on behalf of State/Central Govt./PSU/Registered Companies/ Recruiting agency in India.	A certified letter from the concerned Client confirming the total amount, date of engagement and successful completion of order.
9.	Should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, UIDAI, NIC, STQC etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	An affidavit on stamp paper as per the <b>Annexure-2</b> to be submitted by bidder.
10.	In case the entity is a defaulter in paying any dues to any of the Government Departments, the entity is not eligible for the tender.	An affidavit on stamp paper as per the <b>Annexure-6</b> to be submitted by bidder.
11.	Bidder shall have office in Tricity/Haryana.	Existence proof is required.
12.	Total value of inventory of the bidder should be atleast 50 lac to one crore, as Commission feels is good enough.	Copy of inventory alongwith its value.
13.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/Service Tax Registration Certificate/GST No. and PAN No.	Copies of Sales Tax, Service Tax Certificate/ GST No. & PAN No.

Any Bid failing to meet the above stated Qualification criteria shall be summarily rejected and will not be considered for Financial Evaluation.

## 2. SCHEDULE OF TENDER:

- a. **Availability of Bid Document:** The tender document is available at <https://etenders.hry.nic.in>.
- b. **Amendment of Tender Document:** The amendments in any of the Terms and Conditions of this Tender Document shall be at <https://etenders.hry.nic.in>. all prospective bidders are advised to check HSSC website from time to time for any updates.
- c. **Submission of Bids:** Bids should be submitted online at <https://etenders.hry.nic.in>. See important information of tender document..
- d. **Opening of Technical Bids:** specified in important information at HARYANA STAFF SELECTION COMMISSION BAYS NO. 67-70, SECTOR-2, PANCHKULA.



- e. **Advice to the Bidders:**  
Bidders are advised to study this tender document carefully before participating. It shall be deemed that submission of Bid by the bidder have been done after their careful study and examination of the tender Document with full understanding to its implications.
- f. **Period of Validity of Offer:** Offer should remain valid for 90 days after the date of opening of the Pre-qualification cum technical bids as prescribed by the Commission. If the validity of the offer is extended, the validity of EMD will also have to be extended. An offer valid for a shorter period may be rejected by HSSC as non-responsive.
- g. **Language of the Bid Proposal:** The Language of the bid proposal as prepared by the Bidders shall be English and all further correspondence and documents related to the bid proposal exchange with the HSSC shall be English.

### 3. PROCEDURE FOR SUBMISSION OF BID:

- a. The Bids should be submitted in two parts i.e. Technical Bid and Commercial Bid.
- b. **Technical bid (Stage1):**-The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price otherwise the Bid will be summarily rejected. The bidders shall submit the details of make and model of the items offered against the tender requirement.
- c. **Price Bid Form (Stage 2):**-All the Price items as asked in the Tender shall be filled in the Price Bid Format as given in the Tender. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if Price Bid contains conditional offers.
- d. **Mode of Submission of Bids:-** The Bids shall be submitted electronically on [NIC](#) e-procurement portal strictly as specified in the Tender document. The Bids will not be received personally.
- e. **Rejection of Bid:-** Bids submitted other than the electronic form on NIC e-procurement portal of Haryana Government shall not be entertained.

### 4. EVALUATION OF BIDS:

An evaluation committee consisting of officials from HSSC will evaluate the bids of all the bidders both technically and commercially as per the following schedule/pattern.

- i) Only Technical bid shall be opened on the day of opening of the bids at 3.00 pm on 15.07.2021.
- ii) Conditional bids shall be summarily rejected.
- iii) The Technical bids:-The documents furnished by each bidder with its Technical Bid and will be examined to see whether the qualifications and specific requirements mentioned in the tender document are fulfilled.
- iv) The Commercial Bids of those bidders who satisfy the parameters laid out in the Pre-Qualification cum Technical Bid will only be opened. The place, date and time of the opening of the Commercial Bids shall be notified separately.

### 5. CONDITION OF THE CONTRACT:

- a) The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the HSSC shall issue any necessary instructions and the priority of the documents shall be in accordance with the orders/law.
- b) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the bidder the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- c) If in case, any document, information & / or certificate submitted is found to be incorrect / false / fabricated, the HSSC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
- d) **Regarding Performance guarantee: -**
  - I. The HSSC reserves the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract.
  - II. Performance guarantee shall be returned after successful completion / commissioning and handing over the project to the client up to the entire satisfaction of the Commission/ Client.

- III. In case the successful bidder fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.  
The bidders are also requested to submit an Affidavit as placed at “Annexure-4” along with the technical bid.

**6. RIGHT TO NEGOTIATE:**

The HSSC or the evaluation committee reserves the right for negotiation with the bidders as per the prevailing purchase procedures/policy of the State. The negotiation if required shall be carried out with the technically qualified lowest bidder by the HSSC or any competent authority of the Haryana Govt. as per the procedure/policy of the Haryana Govt. prevailing at that point of time.

**HSSC also reserves the right to choose part or whole of the technically acceptable bids at individual costs quoted in the commercial bids.**

**7. RELEASE OF ORDER:**

After Acceptance of a Bid Proposal by the Commission, HSSC will release the formal Letter of Intent (LOI) in favour of the successful bidder.

The bidder is expected to examine all the instructions, forms, terms & conditions and specifications in the indenting document. Further to furnish all the information required by the indenting document or submission of a bid in every respect will be at bidders risk and may result in rejection of the bid.

Read and accepted

Signature on behalf of

M/s-----

### SECTION 3 TERMS AND CONDITION OF THE CONTRACT

The terms & conditions for the tender are as under:-

1. Tender will be opened in two stages i.e. first-Technical Bid & Second-Financial Bid. After acceptance of technical bid the Financial Bid shall be opened. Financial Bid will be finalized through e-tender system only and negotiations may be done by the Commission. If rates are different for each district then the same may be specified. The tenderer may give rates for more one or more places or all the places. Rates should be inclusive of service too, if any. Both the proforma duly signed by the authorized signatory alongwith all documents required for the tender should be uploaded on the website before the Last date and time for submission of e-tender.
2. The tenders should reach this office by 15.07.2021 at 2.00 PM. The Technical Bid will be opened on the same day i.e. 15.07.2021 at 03.00 PM and the Financial Bid will be opened only after scrutiny of technical bid. The Financial bids of those firms will only be opened who will qualify in the technical bid.
3. Rates should be mentioned each place separately.
4. Tenders after the stipulated time will not be entertained.
5. Conditional tenders will not be entertained.
6. The firm should submit their rates along with Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees one lakhs only) as earnest money deposit for above mentioned activity in favour of Secretary, Haryana Staff Selection Commission, Panchkula. The firm shall submit E- tender duly typed (in English) in prescribed format.
7. Conditional offer and/or offers without earnest money deposit (EMD) will not be considered and there will be no relaxation in any case for any reason. The negotiation at the time of opening of tender can be considered, if required.
8. The firm whose tender is accepted will have to deposit Security Money 2,00,000/- (Rupees two lac only) within 15 days from the date of letter of Intent (LOI) in the shape of Bank Guarantee in favour of Secretary, Haryana Staff Selection Commission payable at Panchkula falling which the Earnest Money will be forfeited. The decision of the Tender Evaluation Committee will be final in this regard. The action regarding blacklisting of the firm can also be taken. Earnest money deposited will be released only after Security amount is deposited as above.
9. Earnest money deposit will not carry any interest. The EMD deposited by unsuccessful bidder/tender will be refunded as soon as possible. EMD of successful tenderer will be refunded after receiving the Security amount.
10. All tenders will be kept valid for acceptance for 90 days from the tender closing date.
11. In case of any lapse/default in honouring the terms and conditions of the tender by the bidders, the security money is liable to be forfeited and necessary legal action will also be taken against the firm.
12. The date of conducting of Tests can be changed. Besides, the number of days for hiring of Infrastructure articles can also be increased or decreased due to any reason. The payment will be made on proportionate basis accordingly for actual number of working days/plus one day i.e. on which test is held. The installation should be completed in all respect at east twenty hours before start of examination.
13. The successful bidder has to pitch/install/supply the infrastructure articles within stipulated period. In case the firm fails to supply the Infrastructure articles within the stipulated period given by the department, the same will be hired from other firms and the difference of the cost if any will be recovered from the pending bills/Earnest Money/Security money in addition to other penal action against the firm without any further notice.
14. The firm will have to bear the cost of Insurance or damage to the Infrastructure articles that may occur due to storm, fire, rain etc. or for any reason beyond the control of the Department.
15. Under no circumstances, sub-standard material will be accepted. The Infrastructure articles of tent should not be more than one year old. If anything is not up standard, payment in respect thereof shall not be made & such material shall be hired at risk and cost of tenderer and in additional penalty equivalent to hiring lost shall be levied. If the tenderer falls to install the infrastructure within time & there is apprehensive of delay, the installation shall be got completed from 3<sup>rd</sup> Party at the risk and cost of tenderer & penalty equivalent to Bill amount shall be levied.
16. The quantity of the Infrastructure articles can be increased or decreased by the Commission according to the requirement.

17. The vendor shall undertake the activity itself and in no case sublet /assign to some other Agency.
18. The firm will have to depute his representatives who will remain present at the site till the Infrastructure articles are in use and also ensure proper fixing and upkeep of all the Infrastructure articles hired for the purpose.
19. Collaboration & outsourcing with other parties as a whole or in part will not be allowed.
20. The Tender Committee reserves the right to reject any tender or negotiate with L-1 firm.
21. The Tender Committee, in order to satisfy itself can order a spot enquiry to verify soundness and capability of the firms.
22. The rates should be quoted by the tenderers as per details given in the enclosed Performa.
23. The rates quoted for hiring of Infrastructure articles per day should be inclusive of all taxes, accessories, labour, transportation (both side), fixing/removing of Infrastructure articles.
24. The tendering firm must quote the hiring rates in words as well as in figures inclusive of all applicable taxes for all the items of the required specifications. Nothing over and above the quoted prices shall be payable. Cutting/overwriting and interpolation in the tender/offer will render the same as cancelled.
25. All the firms participating in the Tender must submit a list of their owners/partners, etc. along-with their contact telephone Nos. and a Self Attested Certificate to the effect that the firm is neither blacklisted by any Govt. Department nor any Criminal Case is registered against the firm or its owner or partners anywhere in India. Any firm blacklisted by a govt. Departments shall not be considered for this tender.
26. The Tender Committee also reserves the right to relax any terms and condition in the Govt. Interest.
27. The Chairman, HSSC is the competent authority and reserves the right to scrap /cancel the tender at any stage due to administrative reasons.
28. Bidder(s) will submit the hard copy of pre-qualification cum technical bid **by 15.07.2021 upto 02:30 P.M before** opening of pre-qualification cum technical bids with all the required documents, Annexures with proper indexing, tagging & page numbering.
29. In case of breach of any terms and conditions of the contract, the HSSC reserves the right to call Explanation of the firm by issuing Show Cause Notice. In case of unsatisfactory reply action like forfeiting of Security Money or blacklisting the firm can be taken.
30. In case the tenderer/successful bidder (s) is noticed breaking any condition (s) at any stage during the proceeding of tender and contractual period, the legal action as per rules/law shall be initiated and earnest/security money as applicable can be forfeited. Proceedings for blacklisting may also be initiated.
31. The bidder shall ensure that he is complying with labour laws and ESI/PF rules & regulations. In case of any non compliance bidder shall be responsible. If in any case, Commission is made liable as Principal Employer; it shall be recoverable from tenderer at the cost of tenderer.
32. The daily wages/workers should be properly covered under the Insurance Scheme, ESI, PF etc. if the law so requires.
33. The workers deputed by the tenderer should be properly vaccinated against COVID.
34. All disputes are subject to the jurisdiction of courts in Panchkula.

**I. Payment Terms:-**

1. All payments shall be released subject to grant of Administrative and Financial approval of the State Government.
  2. No advance payment will be made.
  3. The payment shall be released by HSSC only on successfully completion of the assignment after deduction of TDS, if any.
  4. The approved rates shall be valid for a period of one year, which may be extended for a further period of one year on mutual consent depending upon the satisfactory performance of the Vendor.
  5. The rates quoted are inclusive of Travelling, Boarding and Loading Charges of Manpower, Power, Power Backup facility and other incidental/misc. expenses, if any.
- II. Arbitration Clause-**All dispute and difference of any kind whatsoever arising out or in connection with the contract, whether during progress of work or after its completion and whether before or after determination of the contract shall be determined by the Chairman, HSSC or Arbitrator appointed by him, as per the requirements of the Arbitration and Conciliation Act.
- III. Ambiguity of the Terms and Conditions:-** The decision of Chairman, HSSC shall be final In case of any ambiguity in any of the terms and condition and the same will not be challenged/questioned

under any circumstances before any Authority / Forum and will not be open to litigation. The decision of Chairman, HSSC shall be final, conclusive and binding on the parties to this agreement.

- IV. **Entire Agreement-** This Contract constitutes the entire agreement between the HSSC and Vendor on the subject matter of Contract.
- V. **Amendment-** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated expressly refers to the Contract, and is signed by a duly authorized representative of each party to the contract.

For avoidance of doubt, the parties expressly agree that

- (i) a change in scope of work shall not be effective and binding unless agreed in writing and signed by both Vendor and HSSC.
- (ii) the payment of additional cost, if any needed, for additional efforts required for a change in scope of work.
- VI. **Force Majeure-** It shall mean any event beyond the reasonable control of the Vendor or the HSSC, as the case may be, and which is unavoidable: notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
- a) War, hostilities, or warlike operations ( Whether a state of war be declared or not ), invasion, act of foereign enemy, and civil war:
  - b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion , and terrorists acts:
  - c) Confiscation, nationalization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
  - d) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack or usual means or public transportation and communication, industrial dispute, shipwreck, shortage or restriction or power supply, epidemics, quarantine, and plague.
  - e) Earthquake, landside, volcanic activity fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lighting, or other inclement weather conditions, nuclear and pressure waves, or natural or physical disaster;

**VII. Imposition of Penalties**

- i) Penalties for delay in installing of infrastructure article beyond the scheduled time as mentioned in this agreement will be 50% (fifty percent) of the total bill preferred by the Vendor for every delayed day.
- ii) Commission reserves complete right to stop any payment or part thereof, if the services are not provided to the satisfaction of HSSC or for any of reasons mentioned above or other reason considered appropriate by the HSSC for taking this action.
- iii) If the result of PST/PMT is set aside by the courts on any technical ground relatable to conduct of the VENDOR, then in such cases the VENDOR shall not be entitled to any compensation/remuneration qua that activity if the Vendor has been paid the amount it shall become recoverable. In addition a penalty equivalent to bill amount shall be imposed and action for forfeiture of performance guarantee as well as blacklisting of Vendor shall be taken.
- iv) It will be the sole responsibility of the Agency if there is any discrepancy or failure to comply with the requirement of the Commission in the assignment and any lapse will need

to penal/legal action against the Agency, besides appropriate compensation towards loss accruing to the Commission because of not providing satisfactory services.

- v) Any request to adjust earnest money deposit out of tenderer's running bills or pending payments with commission will not be considered.

VIII. **Income Tax-** All payments shall be made after deduction of Tax at source at the rates applicable from time to time.

IX. **Monitoring of the Work:** That the service provided by the Vendor shall be monitored by HSSC through its representatives.

X. **Forfeiture of Earnest Money: -**

- i. If the Bidder withdraws his bid before the expiry of validity or after the acceptance of the bid, the Earnest Money Deposited by the bidder will be forfeited.
- ii. If the Bidder fails to comply with any of the terms, conditions or requirement of order and the technical specifications of the tender document, the Earnest Money deposited by the Bidder will be forfeited.
- iii. In case required performance security is not submitted by the bidder within 15 days from the date of issue of Letter of Indent (LOI), the Earnest Money deposited by the Bidder will be forfeited

XI. **forfeiture of Performance Security:-**

- i. Selected bidder will have to furnish Performance security deposit Rs. 2,00,000/- in shape of PBG.
- ii. Performance Bank Guarantee will be issued in the favour of the Secretary, HSSC Panchkula.
- iii. The PBG of successful bidder Deposit without any interest accrued, shall be released only after the expiry of the successfully contract period.
- iv. The HSSC reserves the right of forfeiture of the performance guarantee in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms & conditions of contract.
- v. In case the successful bidder fails to submit the performance guarantee of the requisite amount within the stipulated period or extended period, letter of Award automatically will stand withdrawn and EMD of the contractor shall be forfeited.
- vi. In case successful bidder fails to comply with the delivery period as specified in the work order/contract, the Performance security deposited by the vendor will be forfeited.
- vii. In case the vendor fails to provide services during the warranty period as per the satisfaction of HSSC, the Performance security deposited by the vendor will be forfeited.
- viii. In case the vendor failed to supply the ordered items as per the specification mentioned in the work order or ordered items are rejected during the inspection even after giving one or two extra chance for inspection, the Performance security deposited by the vendor will be forfeited.
- ix. **Performance guarantee** shall be returned after successful completion / testing / commissioning and handing over the project to the HSSC up to the entire satisfaction of the HSSC / Client.

XII. **Authenticity of submitted Documents/Information's.**

- i. The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the HSSC shall issue any necessary instructions and the priority of the documents shall be in accordance with the orders/law.
- ii. If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted physically by the bidder, the tender shall become invalid and cost of tender document and processing fee shall not be refunded.
- iii. If in case, any document, information & / or certificate submitted is found to be incorrect / false / fabricated, the HSSC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
- iv. The bidders must submit an Affidavit as placed at "Annexure-4" along with the technical bid.

XIII. **Cancellation of Order:**

- i. In the event of the successful bidder failing duly and properly to fulfill the order or committing breach of any of the terms and conditions of this order or repeatedly supplying goods liable to

rejection hereunder or failing, declining, neglecting or delay to comply with any demand or requisition or otherwise not executing the same in accordance with terms of this contract or if the bidder or his agent or servants being guilty of fraud in respect of this contract or any of his partners or representatives found directing, giving, promising or offering any bribes, gratuity, gift loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person or persons, officer or employment or if the bidder or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so, then without prejudice to HSSC's rights and remedies otherwise, HSSC shall be entitled to cancellation of order forth with and to blacklist the bidder and may claim back all or part of the money already paid to the bidder.

- ii. If during the currency of execution of order, the successful bidder becomes bankrupt or otherwise insolvent or is likely to become insolvent or bankrupt, HSSC may, at any time, cancel the order by giving written notice to the successful bidder. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HSSC.

#### **XIV. Consequences of Cancellation of Order:**

- i. Upon cancellation of order, the successful bidder shall deliver or cause to be delivered all works carried out for and on account of the HSSC and all data and records required from or on account of the HSSC.
- ii. Cancellation of order shall not affect any continuing obligations of the successful bidder under the Contract Agreement, which, either expressly or by necessary implication, are to survive its expiry or termination such as confidentiality obligations of the successful bidder.
- iii. Upon cancellation of order for any reason whatsoever, the successful bidder shall return to the HSSC any and all confidential information and any other property of the HSSC.
- iv. HSSC may procure services similar to those undelivered, upon such terms and in such manner, as it deems appropriate, at the risk and responsibility of the successful bidder and the successful bidder shall be liable for any additional costs for such services.
- v. The successful bidder shall continue the performance of the order to the extent not terminated.
- vi. Upon cancellation of order for whatsoever, HSSC shall have the right to perform the following penalties:-
  - Forfeiture of earnest money
  - Imposition of liquidated damage.
  - Black listing of the successful bidder.

#### **XV. Arbitration and Jurisdiction :**

- i. In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (India) Arbitration and Conciliation Act, 1996. Such disputes shall be referred for arbitration to the Chairman HSSC or any other officer/official appointed by him/her and his/her decision shall be final and binding and where the matter involves a claim of the amount if any awarded in such arbitration shall be recoverable in respect of the matters so referred. All disputes will be settled within the jurisdiction of Panchkula.
- ii. Arbitration proceedings shall be held at Panchkula and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- iii. The decision of the arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Commission and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Read and accepted

Signature on behalf of  
M/s-----

**Format 1**

**Pre-Qualification cum Technical bid  
(To be submitted on its Letter head by the bidder)**

To,  
Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA  
Dear Sir,

**Subject: Tender No: - E-Tender/HSSC/2021/Tent Services/21..**

- 1) Having examined the Tender document, I/We [name of the bidder (s)], the undersigned, herewith submit our response to your Tender Notification dated \_\_\_\_\_ for selection of vendor for providing of Tent Services \_\_\_\_\_ in full conformity with the said tender document no \_\_\_\_\_.
- 2) I/We have read the provisions of the Tender document and confirm that these are acceptable to us. Hence, we are hereby submitting our Bid.
- 3) I/We agree to abide by this Tender, consisting of this letter, financial bid and all attachments, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the Tender document.
- 4) I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption, in force in India.
- 5) I/We understand that HSSC/Department is not bound to accept/annul any bid received in response to this Tender.
- 6) In case I/We are engaged by HSSC/Department as service provider, I/We shall provide all assistance/cooperation required by HSSC/ Department appointed auditing agencies officials for performing their auditing and inspection functions. I/We understand that our non-cooperation for the same shall be grounds for termination of service.
- 7) In case I/We are engaged as a vendor, we agree to abide by all the terms & conditions of the Contract and Guidelines issued by HSSC/Department from time to time.
- 8) I/ We have submitted requisite fee and EMD as per procedure laid in the Tender. All other required documents (details given in summary table below) as per the stated Qualification Criteria
- 9) Our Entity's profile is as under:-

**1. ABOUT THE FIRM:**

i)	Name and address of the Agency/firm	
ii)	Contact Person with Designation & Phone No. Mobile No. Email ID.	
iii)	Month and year of establishment	
iv)	Type of Firm/Agency/Organization (Proprietary/Private/Public/Govt.)	
v)	Copy of Registration, if applicable	
vi)	Total Annual Financial Turnover:  (attach photocopy of Audited Balance Sheet & Profit & loss Account for last three financial years)	



vii)	Income Tax No. (PAN No./TIN No.)  (Service Tax Registration No. (attach photocopies of three years ITR and income Tax clearance certificate)	
viii)	Quality Certification No./License, if any,  Detail of Issuing Authority and validity of certificate/license	
ix)	Activities of the Organization.	
x)	Capacity of the agency and availability of hardware	
xi)	Since when engaged in providing services in concerned field.	

2. Past experience for providing Tent services in concerned activity:-

Sr. No.	Name & address of organization and contact details of authorities where services have been rendered.	Nature of work	Cost of the Project	Duration for completion of Project	No. of Tent Services involved in the Project assignment in one time.

Note:-

- i. Attach Experience/performance certificates from the organization to whom you have rendered services. Please indicate telephone number and name of contact person for whom you have handled the above jobs.
- ii. Use separate sheet if space not adequate for writing. Please provide information in the sequence only.

3. Professional support available:

- A) Manpower: - Number of person available at different level on regular roll, their experience in relevant field.

Sr. No.	Name of Employee	Designation	Experience

B) Hardware Details:-

Sr. No.	Name of Equipment	Model Number	Make	Quantity

**C) Other Information:-**

- (a) Number of apparatus available with agency.
- (b) Number of stations in Haryana where services can be provided in one day.
- (c) Number of Examination Centers in one city where services can be provided in one time.
- (d) Number of Candidates in one Centre for which services can be provided.
- (e) Total Number of candidates which have been covered by the Agency at one time in a particular day.
4. i) Have you ever been debarred/blacklisted by Central Government, State Government/Semi Government/Board Corporation and Public Undertaking and agencies-----  
If yes, please provide the details.  
ii) Whether any court cases/Legal Proceeding is pending against the Tenderer :  
if yes, please provide the details.
5. Details of EMD (please attach details of on-line payment with this annexure of Rs.1,00,000/- (Rupees one lac)for the activity.

Amount:

Account Number:

Date of payment made :

Drawn on Bank:

6. List of documents to be submitted along with the Technical Proposal.

(i) As mentioned in tender and Annexure-I to 7.

Contact Person:

Telephone No.:

Email ID:

Mobile No.:

I/we declare and affirm the information given by me/us in the Technical Bid is true to the best of my/our knowledge and belief and that if any wrong information is contained in Technical Bid my/our Technical bid may be cancelled at any stage. I/We also undertake to complete the job exactly as laid down in the technical bid term and condition of the Commission.

Yours Sincerely,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

Format 2

Commercial Bid

(To be submitted by the bidder on its letter head)

To,  
Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA.

**Subject: Tender No. E-Tender/HSSC/2021/Tent Services/21**

I/We hereby tender for the \_\_\_\_\_ and provision of services during the warranty period, as per the specifications given in this Tender document within the time specified and in accordance with the specifications and instructions. Mentioned below are the rates quoted in the prescribed format are FOR destination with 36months warranty inclusive of all taxes:

S#	Item Description	Qty.	Unit Price Without Taxes (INR)	Applicable Taxes(GST) (INR)	Unit Price inclusive of all Taxes (INR)	Total Amount (All inclusive)
1	Providing Tent Services to HSSC	01				

\*L1 bidder will be declared on the total project cost and will be negotiated as per state procedure prevailing at the time of negotiation.

Note:- HSSC reserves the right to increase/decrease the requirements at any stage. However, the payment of the Active/passive component will be released as per actual site requirement.

We M/s \_\_\_\_\_ further submit that the billing against the orders shall be done from our office located in \_\_\_\_\_(State/City).

We further undertake that the rates quoted should lower than the rates at which we M/s \_\_\_\_\_ supply such items of similar /identical specification to various Government departments/organization during the validity of the contract period/rate contract period. If at any time during the currency of the contract/rate contract period, we M/s \_\_\_\_\_ reduces the sale price of such similar/identical items to any other Government department/organization at a lower price than the price chargeable under this contract/order, we M/s \_\_\_\_\_ shall forthwith notify such reduction to HSSC and the prices payable under the contract for the items supplied after the date of the price reduction will be reduced to that level. Failing which HSSC reserves the right to recover the said difference from the security deposit/bank guarantee submitted by us.

\*This shall include all the costs as per the Scope of Work including costs of equipment, transportation and any other operational costs. All the figures to be specified in each column, in numerical and words, are to be filled by hand and duly signed.

Yours Sincerely,

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

**Bidding Document Acknowledgement Form**  
(To be enclosed with technical bid)

To,  
Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA

**Subject: Tender No: E-Tender/HSSC/2021/ Tent Services/21**

I/We hereby acknowledge we have downloaded a complete set of Bidding Document enclosed to the "Invitation for Bid" pertaining to tender Notification dated \_\_\_\_\_ along with corrigendum, if any, for the selection of vendor for the supply and erection of Tent services.

I/We have noted that the closing date for receipt of this tender document by HSSC is 15.07.2021 at 02.00 PM.

I/We guarantee that the contents of the above said Bidding Documents will be kept confidential within our organization and text of the said documents shall remain the property of HSSC and that the said documents are to be used only for the purpose intended by HSSC. Duly signed and stamped copy of tender document is also enclosed.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_  
Name and Title of Signatory (ies): \_\_\_\_\_  
Name of Bidding Company/Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)

**Self-Declaration on not being blacklisted**  
(To be enclosed with Technical bid)

Date: \_\_\_\_\_

Self-Declaration on not being blacklisted

(To be enclosed with Technical bid)

Date: \_\_\_\_\_

**AFFIDAVIT**

**Subject: Tender No: - E-Tender/HSSC/2021/Tent Services/21**

From

\_\_\_\_\_  
\_\_\_\_\_

To,  
Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA

I, \_\_\_\_\_ son of Sh. \_\_\_\_\_  
resident of \_\_\_\_\_ do hereby solemnly  
affirm and declare as under:-

That we M/s \_\_\_\_\_ hereby confirm  
that we M/s \_\_\_\_\_ has not been  
blacklisted by any State Government/ Central Government/ Public Sector Undertakings during  
the last three years and further confirm that our EMD/SD/Performance bank guarantee has not  
been forfeited by any State Government / Central Government / Public Sector Undertakings  
during the last three years due to our non-performance, non-compliance with the tender  
conditions etc.

That we M/s \_\_\_\_\_ hereby declare  
that all the particulars furnished by us in this Tender are true to the best of my/our knowledge  
and I/We understand and accept that if at any stage, the information furnished is found to be  
incorrect or false, I/We am/ are liable for disqualification from this tender and also are liable  
for any penal action that may arise due to the above.

That we M/s \_\_\_\_\_ certify that  
no refurbished components are used in the manufacturing and supply of Quoted Items and its  
related accessories / tendered items.

That in case of violation of any of the conditions above, We M/s \_\_\_\_\_  
understand that We M/s \_\_\_\_\_ are liable to be blacklisted by HSSC for a  
period of three years from participating any tender published by Haryana Government.

DEPONENT

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge  
and nothing has been concealed therein.

DEPONENT

**Statutory Undertaking**  
(To be enclosed with Technical bid)

Date: \_\_\_\_\_

**Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA**

**Subject: Tender No: - E-Tender/HSSC/2021/Tent Services/21**

I/We (Name of the Bidder) having registered office at (Address of the registered office) and local office at (Address of the local office), hereby declare and confirm that-

- 1) The contents of the Tender have been carefully gone through and we undertake to fully comply with the terms and conditions specified in the tender document including addendum, if any thereof.
- 2) I/We are not engaged into litigation as of date with any Government Department/ PSU/ Autonomous body on account of similar services for indulging in corrupt or fraudulent practices. We also confirm that we are not determined non-performing by any of the entities specified above.
- 3) Neither the Bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to Bid in the present tender.
- 4) We understand that the technical Bid, if found incomplete in any respect and/or if found with conditional compliance or not accompanied with the requisite Bid Security/ Earnest Money Deposit, shall be summarily rejected.
- 5) We understand that if at any time, any averments made or information furnished as part of this Bid is found incorrect, then its Bid and the contract if awarded on the basis of such Bid shall be cancelled.
- 6) We offer to execute the work in accordance with the Terms of Reference and Conditions of Contract of this Tender.
- 7) The information provided in the technical proposal (including the attachments) is true, accurate and complete to the best of my knowledge & belief.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ *(Affix the Official Seal of the Bidding Company)*

**Authenticity of submitted documents/information's**

**AFFIDAVIT**

(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only to be duly attested by Notary Public)

Affidavit of Mr. .... S/o  
 ..... R/o .....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....  
 Having its Head Office/Regd. Office at .....
2. That the information/documents/Experience certificates submitted by M/s.....  
 along with the tender for ..... (*Name of work*)..... to the HSSC are genuine and true and nothing has been concealed.
3. I shall have no objection in case the HSSC verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case the HSSC demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the HSSC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case NBCC verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards EMD and Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted EMD before the HSSC receives said verification.
6. That the Bank Guarantee issued against the EMD issued by (name and address of the Bank) is genuine and if found at any stage to be incorrect / false / fabricated, the HSSC shall reject my bid, cancel pre-qualification and debar me from participating in any future tender for three years.

DEPONENT

I, ....., the Proprietor / Authorised signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at .....this.....day of .....

DEPONENT

ATTESTED BY (NOTARY PUBLIC)

To be enclosed with the commercial bid  
UNDERTAKING OF RATES

Dated:-

Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA

Subject: E-Tender/HSSC/2021/Tent Services/21

We M/s \_\_\_\_\_ do hereby confirm that:

The rates quoted against this offer are lowest possible and as on date we have not quoted less rates to any other customer than the rates quoted herein. In case, we quote less rates than this offer to any other customer within 1 month of the due date of this offer, then double of the difference in amount will be refunded to HSSC. We also confirm that in case our Company/principal officially reduce the price before the delivery or within 15 days from the date of delivery, then the benefit for the same will be passed to HSSC.

We M/s \_\_\_\_\_ further undertake that any price benefit on account of providing higher version of “these lab instruments for water contamination testing study” than the required/specified in this offer shall not be claimed by us either from HSSC.

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ *(Affix the Official Seal of the Bidding Company)*



## AFFIDAVIT

(On non-judicial stamp paper of Rs. 10/-)

I, \_\_\_\_\_ S/o \_\_\_\_\_  
r/o \_\_\_\_\_ on behalf of the entity  
\_\_\_\_\_ do hereby solemnly affirm and declare as  
under: -

1. That I hereby confirm that my/our firm/company M/s..... have not been convicted of any non-bailable offence, by any of the courts.
  2. That I hereby confirm that my/our firm/company M/s..... have not been convicted, or reasonably suspected of committing or conniving at the commission of any offence under any of the laws applicable in the country.
  3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
1. That I hereby confirm and declare that my/our firm/company M/s..... has not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
  2. That I hereby confirm and declare that my/our firm/company M/s..... We have paid all rents, royalties and all public demands such as income-tax, sales tax, GST and all other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no default in arrears of such rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on us in respect of \_\_\_\_\_ sales-tax, income-tax, GST, Govt. Revenues and other taxes.

Place:

Deponent

Dated:

Verification: Verified that the above statement of mine is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Note:

*\* In case of Registered Companies, the affidavit shall be on behalf of authorized person & with the name of the company.*

## AFFIDAVIT

(On non-judicial stamp paper of Rs. 10/-)

I, \_\_\_\_\_ S/o  
 \_\_\_\_\_ r/o  
 \_\_\_\_\_ on behalf of the entity  
 \_\_\_\_\_ do hereby solemnly affirm and declare as  
 under: -

1. That I hereby confirm that my/our firm/company M/s..... have not been convicted of any non-bailable offence, by any of the courts.
2. That I hereby confirm that my/our firm/company M/s..... have not been convicted, or reasonably suspected of committing or conniving at the commission of any offence under any of the laws applicable in the country.
3. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender.
3. That I hereby confirm and declare that my/our firm/company M/s..... has not been black listed/ de-listed or put on holiday by any Institutional agencies/ Govt. Deptt./ Public Sector Undertaking, in the last TWO years.
4. That I hereby confirm and declare that my/our firm/company M/s..... has paid all rents, royalties and all public demands such as income-tax, sales tax, GST and all other taxes and revenues payable to the Government of India or to the Government of any State or to any local authority and that at present there are no default in arrears of such rents, royalties, taxes and revenues due and outstanding and that no attachments or warrants have been served on us in respect of sales-tax, income-tax, GST, Govt. Revenues and other taxes.
5. That in the past five years prior to the date of this application, I or any principal of the entity has not been deemed to be in default on any contract, or have not been forcefully terminated from any contract of any Organisation.
6. That I hereby confirm and declare that my/our firm/company M/s..... has not been blacklisted/debarred by any central/state Government department/organization.
7. That I hereby confirm and declare that my/our firm/company M/s..... that there has been no litigation with any Government department/organization on account of similar services.

8. That I hereby confirm and declare that my/our firm/company M/s..... has not undergone any legal proceedings of whatever kind in the past three years.
9. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, the HSSC at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues. May take any appropriate legal action against me.

Place:

Deponent

Dated:

Verification: Verified that the above statement of mine is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

Note:

\* In case of Registered Companies, the affidavit shall be on behalf of authorized person & with the name of the company.

## Checklist to be enclosed with Technical bid

Dated:-

Secretary,  
HARYANA STAFF SELECTION COMMISSION  
BAYS NO. 67-70, SECTOR-2,  
PANCHKULA

Subject: E-Tender/HSSC/2021/Tent Services/21

We M/s \_\_\_\_\_ has enclosed documentary evidence for fulfilling the Eligibility in the Technical Bid and other requirement laid in the tender document.

S#	Clause	Documents Required	Document attached Yes / No mentioning Page no. of technical bid
1.	Processing Fee for Tender (Non Refundable)	The Payment for Tender Document Fee ₹2000/- (Rupees Two Thousand only) and eService Fee ₹1,000/- (Rupees one thousand only) can be made by eligible bidders through Online Mode in favor of SECRETARY, HARYANA STAFF SELECTION COMMISSION. Scanned copy of Online Payment Receipt should be uploaded with technical e-bid.	
2.	Earnest Money Deposit (EMD) (Refundable)	The EMD of ₹ 1,00,000/- (Rupees one lac only) can be made by eligible bidders through Online Mode in favor of SECRETARY, HARYANA STAFF SELECTION COMMISSION, PANCHKULA. Scanned copy of Online Payment Receipt should be uploaded with technical e-bid.	
3.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf.	A certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolution number and date.	

S#	Clause	Documents Required	Document attached Yes / No mentioning Page no. of technical bid
4.	The bidder must be registered in India under the Indian Companies Act, 1956/ Partnership Act 1932/sole proprietorship (with VAT & Service Tax registration) firm and should be in existence in India for at least the last 3 years, as on date of submission of bid.	Incorporation for Registered Companies, Partnership Deed for Partnership Firms/VAT or Service Tax Registration Certificate for Sole Proprietorship Firms.	
5.	The Bidder should be in the business of supplying, installing, and maintaining of similar products in India for last 3 years as on date of submission of bid.	Copies of work orders and contracts specifying the same.	
6.	The bidder average turnover during last 3 years should be at least half of estimated tender value in case onetime purchase. The bidder should have positive net worth for two years in last three audited financial years	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years.	
7.	The bidder should have executed orders of 20% of estimated tender value or supplied at least 20% of tender quantity in last 3 financial years. The orders should be executed on behalf of State/Central Govt./PSU/Registered Companies/ Registered Educational Institutions in India.	A certified letter from the concerned Client confirming the total amount, date of engagement and successful completion of order.	
8.	Should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, UIDAI, NIC, STQC etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	An affidavit on stamp paper as per the Annexure-2 to be submitted by bidder.	

S#	Clause	Documents Required	Document attached Yes / No mentioning Page no. of technical bid
9.	Bidder shall have office in Tricity/Haryana.	Existence proof is required	
10.	Total value of inventory of the bidder should be atleast 50 lac to one crore, as Commission feels is good enough.	Copy of inventory alongwith its value/ Insurance coverage	
11.	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid Sales tax/Service Tax Registration Certificate/GST and PAN No.	Copies of Sales Tax, Service Tax Certificate/GST & PAN No.	
12.	Technical Bid	Format 1	
13.	Commercial Bid	Format 2	
14.	Acknowledgement of bid document	Annexure 1	
15.	Self-Declaration on not being blacklisted	Annexure 2	
15.	Statutory undertaking	Annexure 3	
16.	Authenticity of submitted documents/information's	Annexure 4	
17.	Undertaking of rates	Annexure 5 (to be enclosed with commercial bid)	
18.	Bidder have to submit affidavit (On non-judicial stamp paper of Rs. 10/-) as Undertaking regarding black listed/defaulters	Annexure 6 (to be enclosed with Technical bid)	
19.	Checklist	Annexure 7	

Authorized Signatory (ies)[In full and initials]: \_\_\_\_\_

Name and Title of Signatory (ies): \_\_\_\_\_

Name of Bidding Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_ (Affix the Official Seal of the Bidding Company)