

**MAHARSHI DAYANAND UNIVERSITY, ROHTAK**

**DIRECTORATE OF SPORTS,  
M.D.UNIVERSITY CAMPUS, ROHTAK**

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**STANDARD BIDDING DOCUMENT  
PROCUREMENT OF  
CIVIL WORKS**

PART1 : COMPLETE BIDDING DOCUMENT

**Name of work: Maintenance, Running and operation of 50 Mtr and 25 Mtr length of Swimming Pools (excluding diving pool) including housekeeping, electrical and public health maintenance services of the Swimming Pool in MDU, Rohtak for the session 2024-25 and 2025-26**

**PRESS NOTICE**

<b>M.D. UNIVERSITY, ROHTAK</b> <b>Notice Inviting Tender</b>	
<b>Name of Work:</b>	<b>Maintenance, Running and operation of 50 Mtr and 25 Mtr length of Swimming Pools (excluding diving pool) including housekeeping, electrical and public health maintenance services of the Swimming Pool in MDU, Rohtak.</b>
<b>Earnest Money:</b>	(i) From Contractor = Rs. 2,00,000/- (ii) From L&C Society = Rs. 1,00,000 /-
<b>Time limit</b>	<b>02 years</b>
<b>Tenders to be received till:    _12.00 noon_ on dated _08_.04 .2024</b>	
<b>i) The tenders will be received only through E-tendering for further details visit website <a href="https://haryanaeprocurement.gov.in">https://haryanaeprocurement.gov.in</a></b> <b>(ii) Cost of Bid document (to be paid online) is Rs.10,000/- (non refundable) should be deposited through online and Earnest Money fee as stated above also should be deposited through online/Net Banking/RTGS.</b> <b>(iii) Willing Contractors shall have to pay is Rs. 1180/- the e- Service Fees should be deposited through online/net banking.</b>	

Director Sports,  
M.D.U., Rohtak

**DETAILED NOTICE INVITING TENDER**

**Name of work:** Maintenance, Running and operation of 50 Mtr and 25 Mtr length of Swimming Pools (excluding diving pool) including housekeeping, electrical and public health maintenance services of the Swimming Pool in MDU, Rohtak.

**Earnest Money: Rs. 2,00,000/-  
Rs. 1,00,000/-**

Sr. no.	Description of work	Unit	Rent to be quoted by the Contractor/Agency/Society without GST
1.	Maintenance, Running and operation of 50 Mtr and 25 Mtr length of Swimming Pools (excluding diving pool) including housekeeping, electrical and public health maintenance services of the Swimming Pool in MDU, Rohtak.		
	i)For 2024-25	Per month rent	
	ii)For 2025-26	Per month rent	

**Note:- GST as per Govt. norms shall be applicable and borne by the agency in addition to the rent quoted.**

### **DETAIL NOTICE INVITING TENDER**

**e-Tender** is invited for purchase of below mentioned items in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No	Description of work / Items	EMD to be deposited by Bidder	Tender Document Fee & eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Last date for submission of EMD fee	Expiry Date & Time of Bid Preparation & Submission
1.	<b>Maintenance, Running and operation of 50 Mtr and 25 Mtr length of Swimming Pools (excluding diving pool) including housekeeping, electrical and public health maintenance services of the Swimming Pool in MDU, Rohtak</b>	Rs. 2,00,000/- for Contractor & Rs. 1,00,000/- for society	Rs. 10000/-for Tender Document fee & Rs. 1180/- for e-Service fee	15.03.2024 5.30 pm	08. 04..2024 upto 12:00_ through RTGS & 08. 04..2024 upto 12:00 through Netbanking	Upto 08.04.2024 (12:00)

1. Detailed notice inviting tender/estimate drawing can be seen in the office of the undersigned during office hours.
2. Bidding documents available on website <http://mdurohtak.haryanaeprocurement.gov.in>
3. Newly enlisted contractors/societies/suppliers/manufactures should bring with them proof of their enlistment in appropriate class.
4. The bidders would submit bid through e-tendering only on the website i.e. <http://haryanaeprocurement.gov.in>

Under this process, the Pre-qualification/ Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through NET BANKING/RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.**
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment of [Rs. 2,00,000/- or Rs. 1,00,000/-] towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before [8.04.2024]; and make payment via NET BANKING/RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee – Non refundable) of Rs.1000/- (Rupee One Thousand Only) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/ e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

The Bidders can submit their tender documents (Online) as per the dates mentioned in the key dates:-

### Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start date and time	Expiry date and time
1		Tender Document Download and Bid Preparation/Submission	15.03.2024 5.45 pm	08.04..2024 (_12_:00 Noon_)
2	Technical Bid Opening		11.04..2024 after 11.00 am	
3	Financial Bid Opening		To be announced later	

\* Hard copy of the Technical Documents may be submitted in the office of the Executive Engineer before the Technical Bid Opening.

#### Important Note:

- 1)The Applicants/bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as mentioned above. If any Applicant / bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2)Applicant/Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3)Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4)In the first instance, the online payment details of tender document fee + e-Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ Agency who either themselves or through their representatives choose to be present. The bidder can submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The bids shall be submitted online in two separate envelopes:

#### Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid.

#### Envelope 2: Commercial Bid

The bidders shall quote the prices in price bid format under Commercial Bid.

#### CONDITIONS: -

1. The tenderer will keep in touch with the University Web site for any change in the NIT/DNIT till the last date/revised last date of sale of tender and incorporate such changes in NIT/DNIT and the tender bids.
- 2.DNIT & prequalification criteria can be seen on any working day during office hours in office of the undersigned.
3. Conditional tenders will not be entertained & are liable to be rejected.
4. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time and place of receipt of tenders and other conditions will remain unchanged.
5. The MDU,Rohtak reserve the right to reject any tender or all the tenders without assigning any reasons.
6. The societies shall produce an attested copy of the resolution of the Co-operative department for the issuance of tenders.

7. The tender without earnest money/bid security will not be opened.
8. The Jurisdiction of court will be at **Rohtak**.
9. The tender of the bidder who does not satisfy the qualification criteria in the bid documents are liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
10. The bid for the work shall remain open for acceptance during the bid validity period to be reckoned from the last date of submission of the tender. If any bidder/tenders withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, during the fix validity period, the earnest money shall stand forfeited. Bids shall be valid for 120 days from the date of bid closing i.e. from last date of manual submission of EMD. In case the last day to accept the tender happens to be holiday, validity to accept tender will be the next working day.
11. Contractor/Agency/Society\_\_\_\_\_.
12. Any work, here tendered, may be withdrawn from further processing at any stage at the discretion of the competent authority without assigning any reason.
13. Engineer-in-Charge is competent to increase/decrease the quantity of work. In case of decrease of quantity, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full.
14. The University reserves the right to accept or reject or negotiate any of the tender or conditions/items without assigning any reason.
15. Plumbing and E.I work shall be got done through license holder agencies for the works involving PH/E.I.

**For & on behalf of Registrar, MDU, Rohtak.**

**Director Sports,  
MDU, Rohtak.**

Endst. No. \_\_\_/

Dated :

Copy forwarded to the following for information and necessary action:

1. Superintendent Engineer, PWD & BR Circles, Rohtak.
2. Technical Advisor to VC, MDU, Rohtak.
3. Executive Engineer (C-I), MDU, Rohtak.
4. Executive Engineer, PWD & BR (Medical College), Rohtak/ KUK /HAU, Hisar/ GJU, Hisar/ CDLU, Sirsa/ BPS Women University, Khanpur/ DBSCRU, Murthal/ Indira Gandhi University, Meerpur (Rewari)/ Ch. Bansilal University, Bhiwani/ Chaudhary Ranbir Singh University, Jind.
5. P.A to Vice-Chancellor ( for kind information of the worthy Vice-Chancellor), MDU, Rohtak.
6. P.A to Registrar (for kind information of Registrar), MDU, Rohtak.
7. Notice Board.

## **Instructions to bidder on Electronic Tendering System**

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

### **1. Registration of bidders on e-Procurement Portal:-**

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e - Procurement Portal i.e. <https://haryanaeprocurement.gov.in>. Please visit the website for more details.

### **2. Obtaining a Digital Certificate:**

**2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

**2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

**2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

**2.4** The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://haryanaeprocurement.gov.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

**2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

**2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

**2.7** In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

**2.8** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **3 Pre-requisites for online bidding:**

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Nextenders (India) Pvt. Ltd. or downloaded from the home page of the website - <https://haryanaeprocurement.gov.in>. The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

### **4 Online Viewing of Detailed Notice Inviting Tenders:**

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <https://haryanaeprocurement.gov.in>.

### **5 Download of Tender Documents:**

The tender documents can be downloaded free of cost from the eProcurement portal <https://haryanaeprocurement.gov.in>

### **6 Key Dates:**

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

**7 Online Payment of Tender Document Fee, eService fee , EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):**

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through NET BANKING/RTGS / NEFT & OTC. The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://haryanaeprocurement.gov.in>) and tender mandatorily be submitted online.

**Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/ Technical Envelope:** The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

**FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)**

**8. ASSISTANCE TO THE BIDDERS:-**

In case of any query regarding process of etenders and for undertaking training purpose, the intended bidder can also avail the following and can contact service provider as per below:

**Office Timings of Help-desk support** for Single e Procurement Portal of Government of Haryana- Technical Support Assistance will be available over telephone Monday to Friday (09:00 am. to 5:30 pm) & Training workshop will be conducted on every 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4th Saturday (from 11:30 am upto 3:00 pm) of each month.

All queries would require to be registered at our official email-[chandigarh@nextenders.com](mailto:chandigarh@nextenders.com) for on- time support (Only those queries which are sent through email along with appropriate screenshots or error description will be considered as registered with the Help-desk)

**Important Note:-**

- (a) Any intending bidder can contact the helpdesk on or before prior to 4 hours of the scheduled closing date & time of respective e-Auction/ Tender event.
- (b) For queries pertaining to e-Payment of EMD, please contact the helpdesk at least 2 business days prior to the closing date & time of e-Auction/Tender event.
- (c) Help-desk support will remain closed during lunch break i.e. from 1:30 PM up to 2:15 PM on each working day.

**Schedule for Training:**

<b>Training workshop will be held on 1st, 2nd Friday (from 3:30 pm upto 6:00 pm) and 4<sup>th</sup> Saturday (from 11: 30 am upto 3:00 pm) of each month at following addresses:</b>		
Nextenders (India) Pvt. Ltd Municipal Corporation Faridabad, Near B.K.Chowk, Opp. B.K.Hospital, NIT, <b>Faridabad</b> Contact no. 8743042801 / 9310335475	Nextenders (India) Pvt.Ltd. Public Health Division No. 2 Hisar, Model Town Opp. N.D Gupta Hospital, <b>Hisar</b> Contact: 9034357793	Nextenders (India) Pvt. Ltd., Nirman Sadon (PWD B&R), Plot No.- 01, Basement, Dakshin Marg, Sec- 33 A, <b>Chandigarh -</b> 160020 <b>For Support- 1800-180-2097,</b> 0172-2582008-2009

For Support Call – 1800-180-2097

**Haryana eProcurement Help Desk Office will remain closed on Saturday (except 4th Saturday), Sunday and National Holidays**



**NOTE:-** Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://haryanaeprocurement.gov.in>.

For help manual please refer to the 'Home Page' of the e-Procurement website at <https://haryanaeprocurement.gov.in>, and click on the available link 'How to...?' to download the file.

### **Guideline for Online Payments in e-tendering**

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing). Bidder shall proceed to select the tender he is interested in. On the respective Department's page in the e-tendering portal, the Bidder would have following options to make payment for tender document & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT

Operative Procedures for Bidder Payments

#### **A) Debit Card**

The procedure for paying through Debit Card will be as follows.

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal. The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same,
- (ix) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

#### **B) Net Banking**

The procedure for paying through Net Banking will be as follows.

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.

The e-Procurement portal also generates a receipt for all successful transactions. The bidder can take a print out of the same. (xi) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

#### **C) RTGS/ NEFT**

The bidder shall have the option to make the EMD payment via RTGS/ NEFT. Using this module, bidder would be able to pay from their existing Bank account through RTGS/NEFT. This would offer a wide reach for more than 90,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

i. Bidder shall log into the client e-procurement portal using user id and password as per existing process and selects the RTGS/NEFT payment option.

ii. Upon doing so, the e-procurement portal shall generate a pre-filled challan. The challan will have all the details that is required by the bidder to make RTGS-NEFT payment.

iii. Each challan shall therefore include the following details that will be pre-populated:

- Beneficiary account no: (unique alphanumeric code for e-tendering)
- Beneficiary IFSC Code:
- Amount:
- Beneficiary bank branch:
- Beneficiary name:

- iv. The Bidder shall be required to take a print of this challan and make the RTGS/NEFT on the basis of the details printed on the challan.
- v. The bidder would remit the funds at least T + 1 day (Transaction + One day) in advance to the last day and make the payment via RTGS / NEFT to the beneficiary account number as mentioned in the challan.
- vi. Post making the payment, the bidder would login to the e-Tendering portal and go to the payment page. On clicking the RTGS / NEFT mode of payment, there would be a link for real time validation. On clicking the same, system would do auto validation of the payment made.

**D) Over-the-Counter (OTC)**

This solution shall allow the bidder having account with ICICI Bank, to make the payment from any CMS enabled Branch of ICICI Bank in India. Bidders can make the payment via cash(if amount is <= ₹ 49,999), Demand Draft or ICICI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects Over-the-Counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. Bidder chooses the bank account no. for refund of the amount.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal displays the details of payment. Bidders clicks on "print \_challan" and prints the OTC challan.
- (v) Bidder submits the OTC challan at the counter of any designated branch of ICICI Bank with Cash / Demand Draft / ICICI Bank Cheque (Payment in cash is allowed upto Rs. 49,999/-)
- (vi) ICICI Bank verifies the URN (format to be discussed and decided) and Amount with e- Procurement portal prior to accepting the payment
- (vii) On successful verification from e-Procurement portal, ICICI Bank accepts the payment. In case of failure, ICICI Bank shall return back the OTC challan and payment to the Bidder.
- (viii) ICICI Bank will commit the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction Number (I-Sure Reference Number) online against the URN and Amount.
- (ix) ICICI Bank will generate receipt for the payment transaction and issues the same to the Bidder.
- (x) The e-Procurement system updates the bank transaction number against the URN and Amount based on details sent by ICICI Bank online prior to generation of receipt.
- (xi) The status of payment will be displayed as "verification successful" in e-Procurement portal, when the bidder clicks on verification option in the portal
- (xii) Bidder would be required to upload the scan copy of receipt as received from ICICI Bank as part of proof in Nextender portal before submitting the tender

Sr no.	Scenario	Do's / Don't's
1	<b>In the event of making Payment through <u>NET BANKING/NEFT/RTGS</u></b>	<p><b>Do's</b></p> <ul style="list-style-type: none"> <li>• It is the bidder's responsibility to ensure that NET BANKING/RTGS/NEFT payments are made to the exact details as mentioned in the challan which are:               <ol style="list-style-type: none"> <li>1) Beneficiary account no: &lt;client code&gt; + &lt;random number&gt;</li> <li>2) Beneficiary IFSC Code: As prescribed by ICICI Bank (this shall remain same across all tenders)</li> <li>3) Amount: As mentioned on the challan. It is specific for every tender/transaction</li> <li>4) Beneficiary bank branch: ICICI Bank Ltd, CMS</li> <li>5) Beneficiary name: As per the challan</li> </ol> </li> <li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li> <li>• It is advised that all the bidders make payment via NET BANKING/RTGS/NEFT at least one day in advance to the last day of tender submission as certain amount of time is required for settlement and various parites are involved. The payment may not be available for the bidder validation. In such cases bidder may not be able to submit the tender</li> <li>• Bidder has to make only single payment against a challan as per the amount mentioned on the challan.</li> <li>• Bidder must do the payment before tender validity gets expired</li> </ul> <hr/> <p><b>Don't's</b></p> <ul style="list-style-type: none"> <li>• Bidder should not enter erroneous details while filling the NET BANKING/NEFT/RTGS form at their bank. The following possibilities may arise:               <ol style="list-style-type: none"> <li>1) Incorrect IFSC code mentioned:- Transaction would be rejected and the amount would be refunded back in to the bidders account</li> <li>2) Incorrect Beneficiary account number mentioned(&lt;client code&gt; + &lt;random number&gt;):-                   <ol style="list-style-type: none"> <li>a) In case, the beneficiary account number mentioned is incorrect the transaction would be rejected and the bid would not be accepted.</li> </ol> </li> <li>3) Incorrect Amount mentioned: The amount would be rejected if the amount mentioned in while making the payment is incorrect. Such cases will be captured as unreconciled transactions and will be auto-refunded directly to bidder's account.</li> </ol> </li> <li>In the event of any discrepancy, payment would not be considered and bidder would not be allowed to bid/ participate.</li> <li>• Bidder is not supposed to use challan generated in one tender for payment against another tender since details in the challan are unique to the tender and bidder combination.</li> <li>• Bidder must not make multiple or split payments against a particular challan. Any split payment received against the same challan will be refunded back to the bidder.</li> <li>• Bidder would not be entitled to claim that he is deprived of participating in the tender because his funds are blocked with the division on account of incorrect payment made by the bidder</li> </ul>

2	<b>In the event of making Payment through OTC</b>	<p><b>Do's</b></p> <ul style="list-style-type: none"><li>• It is the bidder's responsibility to ensure that OTC payments are made to the exact details as mentioned in the challan which are: Beneficiary account no: &lt;client code&gt; + &lt;random number&gt; Amount: As mentioned on the challan It is specific for every tender/transaction Beneficiary name: As per the challan Bidder has to make only single payment against a challan as per the amount mentioned on the challan</li><li>• Bidder must do the payment before tender validity gets expired</li><li>• Bidder needs to mandatorily upload the scan copy of the payment receipt issued by ICICI Bank, in Nextender Portal before submitting the Tender</li></ul> <p><b>Don't's</b></p> <ul style="list-style-type: none"><li>• If the bidding amount is greater than Rs49,999, then Bidder should not make payment in cash. In this case, Bidder should pay via Demand Draft/ICICI Bank Cheque</li><li>• It is bidders's responsibility to ensure that Demand draft should be valid and should not have discrepancies such as signature not found, stale DD, mutilated, material alteration, favouring third party etc., In the event of Demand Draft returned by bidder's Bank on account of such discrepancies, ICICI Bank shall ensure that such communication is sent to the Client within 3 days from the date of rejection by the Bidder's Bank</li><li>• For every tender, details in the challan are different and specific to that tender only. Bidder should not make use of a challan for making payment for another tenders' EMD</li></ul>
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Director Sports,  
M.D.U., Rohtak

MAHARSHI DAYANAND UNIVERSITY, ROHTAK-124001(HARYANA)

**GENERAL TERMS AND CONDITIONS**

**Maintenance, Running and operation of 50 Mtr and 25 Mtr length of Swimming Pools (excluding diving pool) including housekeeping, electrical and public health maintenance services of the Swimming Pool in MDU, Rohtak.**

1. The service provider will be responsible for maintenance, running and operation of Swimming pools for swimmers and learners (Diving Pool is excluded).
- 2 a). Pools will be available for use by MDU students / staff and families, outstanding sports persons (under training by MDU Coach) and general public for whom I-Cards will be issued by the agency and further attestation by Director Sports. The fees for application form alongwith I-Cards for MDU students, MDU staff and their wards will be Rs. 100/-.
- b). In case of user other than MDU Students/Staff/Families i.e. General Public, the agency shall compile the data in softcopy comprising following information for the purpose of issuing I-Card.
  - i) Name
  - ii) Complete Address
  - iii) Mobile No.
  - iv) Adhar Card No.

This database shall be mandatorily made available to the office of the Director Sports through email as well as hardcopy. Director Sports shall issue the I Cards only after verification of the information in the datasheet, in case of general public. The I-Card shall also contain the mobile No. & Adhar No. of concerned person.

3. Service provider will quote the monthly rent to be given to MDU during the running contract period season wise as part of financial bid. During the off season no rent will be charged and swimming pool will be under the control of the agency during off season and will be responsible for proper upkeep and maintenance.
4. The eligibility criteria will be as mentioned below and the agency must supply the following documents on due date before opening of tender:
  - i.Experience of at least two years for providing services of maintenance/ running/ operation of combined swimming pool of competitive pool of 50 mtr and beginner pool of 25 mtr. in Govt. Sector/ Public sector/Autonomous bodies/Govt. Institutions.
  - ii.The agency shall attach a certificate that it has not been blacklisted/debarred by any departments for this business.
  - iii.Copy of PAN and GST No.
  - iv.Copy of ESI & EPF number.
  - v.List of clients (central/state Govt. Dept. / University / PSU etc) along with complete addresses and telephone numbers and satisfactory services certificate.
  - vi.Latest income tax return file.

- vii. Copy of Registration of the firm under appropriate Govt. authority.
- viii. Annual turnover of last three financial years not less Rs. 10.00 lac.
- ix. The agency will get the Electrical Installation inspected from authorized inspector from Chief Electrical Inspector (Haryana) & submit a certificate to this effect before commission of the Swimming Pool.
- x. Declaration (Annexure-I)
- xi. Agency should attach a list of equipments/machines/manpower available for providing services effectively on MDU swimming pool.

5. The financial bid will be opened only for those agency who qualify in eligibility conditions as stated at sr. no.4 above.
6. The pool will be handed over to the agency 'as is where is basis'. After handing over the pool of the agency, the swimming pool should be made functional by 15<sup>th</sup> April 2024. Accordingly, rent will be started after functioning of swimming pool i.e. w.e.f 15<sup>th</sup> April. 2024 or from the actual date of start of swimming pool whichever is later.

However, the agency will execute the maintenance before start of swimming pool. The following maintenance are required to be executed in addition to the other maintenance as the agency deemed fit for its operation.

- (a) Repairing/Servicing of all motors/pumps/ valves, etc.
- (b) Repairing/maintaining of swimming pool tiles, filling of white cement/epoxy in joints, etc.
- (c) Repairing/maintaining of top of wall for smoothness.
- (d) Repairing/maintaining of open channels, etc.
- (e) Repairing/maintaining of pipe lines, etc.
- (f) Repairing/maintaining of toilets/washing area/ changing area, etc.
- (g) Any other repairing/services/maintenance as the agency deemed fit for smooth functioning of swimming pool.

However, any type of white washing, painting inside/outside of the building, if required, will be done by the agency.

7. The agency appointed for providing above services shall enter into a binding agreement MoU with the university for the execution of services wherein all the obligations of both the parties shall be spelt out.
8. The tender must be valid for a period of at least four months from the date of its opening.
9. The agency shall also be responsible for housekeeping services of the entire Swimming Pool Building such as daily cleaning and sweeping of all floors, cleaning of bathrooms/toilets, cleaning of change rooms and maintenance of public health services in bath rooms and maintenance of electrical fittings in the buildings. Maintenance of pumps, motors, valves, filter medias, starters etc/for running and operation of Swimming Pool shall be the

responsibility of the agency. However, replacement of pump, motors, valves, filter media, starters etc. will be done by the University, if required.

10. The committee constituted to consider the tender can reject any or all the bids including the lowest bid without assigning any reason.
11. Initially the contract shall be awarded for a period of two years on year to year basis subject to satisfactory performance of the agency. However, it may be extended/ renewed one year subject to mutual consent of both the parties, provided the services of the agency are found satisfactory.
12. If the performance of the agency is not found to be satisfactory at any time during the contract period, the University shall be at liberty to terminate the contract without any liability on its part by giving one month notice.
13. The agency shall indemnify/compensate MDU and its properties for all losses caused or likely to be caused by any omission/neglect / action, demand, proceedings, prosecutions, attachments, non –payment of taxes, non-clearance of liabilities, non –observance of statutory laws /rules of the local bodies / State/ Central Governments and the like arising due to agency's or workmen's fault and /or deficiency.
14. The university shall not be responsible for payment of any claim whatsoever made by the employees engaged by the agency. The service provider will ensure all the safety precautions required for the job and ensure that his workmen are insured to cater for any mishappening in spite of all precautions.
15. The university shall not be liable for discharging any financial, judicial and/or administrative commitments whatsoever made by the agency to any entity during or after the contract period.
16. The agency shall be solely responsible for fulfilling obligations towards its staff under all labour laws such as minimum wages Act, 1970 (Act 37 of 1970), Probation of Offenders Act 1958 (Act 20 of 1958), employee State Insurance Act 1948(act 34 of 1948 ) Bonus Act 1965(act 21 of 1965), etc. as applicable and amended from time to time.
17. The agency, Director Sports and Executive Engineer will jointly make detailed service provisions programme and the same will be got approved by the competent authority before allotment of the work. If there is a deficiency in provision of service following penalty will be imposed by giving a written intimation on each occurrence by Director, Sports with copy to Registrar and Finance Officer, MDU.
  - a) **Adequate trained Manpower or /and Machinest/ Equipments/Stores etc. not employed**

Director, Sports will assess the deficiency in service and the cost saved by agency. The cost so saved plus 20% will be charged to the agency on each occurrence as penalty.
  - b) **Service not provided properly**

Say pools and building are not cleaned properly, rude behavior by workmen, dusting /cleaning not done properly any maintenance work not properly/fully carried out etc. In such eventuality Director of Sports may impose penalty on agency @ Rs 1000/- for each occurrence and intimate agency in writing on each occurrence. Copy of all such letters shall be endorsed to the Registrar and the Finance Officer.

- c) Full Cost incurred by MDU in getting the deficiency in service, if any made up to the satisfaction the Director of Sports.

18. In case any family member of the proprietor/MD/Director of the agency is serving in the university then this must be recorded in a certificate with the offer failing which the quotation/ tender contract shall be rejected on the same coming to light subsequently.
19. Any dispute arising with regard to any aspect of the contract shall be settled through mutual consultations and agreement between the contractor and the University. In case settlement is not arrived at, the dispute (s) will come under the purview of the latest Indian Arbitration Act and the area of jurisdiction shall be Rohtak. The Arbitrator will be appointed by the Vice-Chancellor and order of the Arbitrator shall be binding on both the parties.
20. The dispute if any shall be subject to the jurisdiction of courts at Rohtak. Any other jurisdiction mentioned in the tender or invoices or any other document of the agency shall have no legal sanctity.
21. Terms and conditions printed on Quotation/invoice of the firm if any shall not be binding on the university. Only those terms and conditions as mentioned herein and for with work order and the agreement shall be binding on the University. Acceptance of the work order shall be construed as the firms complete agreement to all the terms and conditions contained in the work order and the agreement to be signed by both the parties.
22. Each page of the quotation/tender including annexure if any must be numbered serially and signed by the person authorized to sign the tender with seal.
23. The agency shall submit a copy of the registered partnership deed if any with the tender duly signed by all the parties and authenticated.
24. MDU reserves the right to negotiate with any or all the tenderers.
25. **Amendment to the MoU**

The obligations of the agency and of MDU have been spelt out in the agreement to be signed by both the parties. However, during the operation of the agreement, circumstances may arise which may call for amendment or modification of the terms and conditions of this agreement. In such a situation, the amendments / modifications as may be mutually agreed upon shall be incorporated in the agreement and become part of the contract.



26. **Doubts/Ambiguities:**

If any doubt or ambiguity arises as to the meaning and effect of any provision (s) of the agreement, the same shall be referred to the Vice-Chancellor, MDU Rohtak for clarification. The clarification so provided by the Vice-Chancellor shall be binding on both parties.

27. All instructions/directions of the controlling officer and compliance reports, etc. by the agency shall be in writing. There shall be no verbal communication in these matters.
28. Whenever there is a duplication in clauses either in the terms and conditions or in the agreement the clause which is considered more beneficial to the MDU Rohtak will be taken as final.
29. In case any other information/clarification is required, the Director (Sports) (Telephone no. 98960-91442) or Executive Engineer (Telephone no. 99913-66698) may be contacted on any working day (Monday to Friday) during office hours (9 a.m. to 5.00 p.m.).
30. The Director, Sports will ensure that the agency pays minimum wages as per instruction of Govt. to the workers, Electrician, Plumber etc. by cheques or deposits the same directly in the bank. The service provider shall intimate the date of payment of wages to the Director Sports whose authorized rep. will have full authority to check the payments and the documents pertaining to the payments.
31. The tenderers are expected to visit the site before submission of their bids.
32. The University shall not provide any accommodation to the employees of the contractor.
33. In case of failure of the agency after the conclusion of the contract to provide service as per terms and conditions of the contract, the University reserves the right to call the other two lowest tenderers for award of the contract at the negotiated rates and at the risk and cost of the engaged agency or otherwise to carry out the work at the risk and cost of the engaged agency by other means as deemed fit by University.
34. Monthly advance rent will be paid by the service provider online before commencement of contract initially and by 25<sup>th</sup> of previous month thereafter, if payment is not received in time, 50% extra rent of that month will be penalized first time. If the payment is not received 2<sup>nd</sup> time, 100% extra rent of that month will be penalized. However, if the payment is not received 3<sup>rd</sup> time, the contract will be terminated and security will be forfeited.
35. The agency will appoint sufficient experienced and qualified staff especially Lifeguards and Swimming Coach for ladies, gents and children. The staff will remain present at the time of swimming.
36. The agency will provide life jackets and other life saving equipments at the pool.
37. A separate time slot in the morning and evening for the University staff and their families, outstanding sports persons and students will be reserved. The timing will be as follows:

**In Morning:-**

- 6:00 A.M. to 6:45 A.M. : Ladies members of the University Employee and outsider ladies/female students of the university or affiliated colleges/institutes including their wards up to the age of 10 years
- 7:00 A.M. to 7:45 A.M. : Gents members of the university employee and their wards above 10 years, university students and students of affiliated colleges/institutes.

**In Evening:-**

- 5:45 P.M. to 6:30 P.M. : Ladies members of the University Employee and outsider ladies/female students of the university or affiliated colleges/institutes including their wards up to the age of 10 years
- 6:45 P.M. to 7:30 P.M. : Gents members of the university employee and their wards above 10 years, university students and students of affiliated colleges/institutes and outstanding sports person to be recommended by the Director Sports

However, the timing of these slots can be changed (increased/decreased) as per University requirement and the male employee of the university and their wards may use the swimming pool in any slot of timing except reserved for female users.

Beyond these timing the agency may run the swimming pool for outsiders.

38. The fee will be as follows, which will be charged by the agency for two years:

i	University Student	Rs. 200/- per month
li	University employee and their wards	Rs. 300/- per month
lii	Students of the university affiliated colleges/institutes	Rs. 400/- per month

39. The fee for outsiders will be decided by the agency itself.  
However, any exemption/relaxation of fee will be permitted by the Vice-Chancellor of the University to a limited extent.
40. The agency/firm/bidder will provide facilities of the university swimming pool during games/tournaments to be organized as per university sports calendar by the Directorate of Sports time to time, free of charges.
41. The agency/firm/bidder will provide facilities of the university swimming pool to the university trainee participating for swimming meet on behalf the university under the swimming coach of the university during whole session, free of charges.

42. The concerned firm/agency will be entirely responsible for any mishap occurred due to mechanical/electrical faults in the instruments/machines already installed/available in the university swimming pool. In addition, agency is responsible for any mishap happened to the life of any individual.
43. Electricity and water for operational of the University swimming pool will be provided by the university free of cost. However, for the front building of swimming pool comprising office, VIP rooms, changing room, etc the electricity charges will be paid by the agency on prevailing rate on the basis of separate electricity meter installed by the university.
44. The University Swimming Coach will impart training to the University employees, their wards, outstanding sports persons and students. However, agency will ensure provision of Life Savers / Coaches as laid down and they will be fully responsible for the safety and security of the users even when University Coach is imparting training.
45. No conditional/telegraphic tender will be accepted.
46. Swimming pool area shall be strictly kept non-smoking and non-alcoholic zone by the agency. For any lapse whatsoever the agency shall be liable for penal action as approved by the Vice-Chancellor.
47. No un-authorized/illegal activities will be allowed in or around the Swimming Pool Complex and the contractor will follow all the instructions/orders of the District Administration & University Authorities as well as Swimming Federation of India, issued/amended from time to time.
48. Breakages during use, repairs, cleaning, etc. or otherwise will be replaced/restored by the agency and made good as per the original shape and size of the damaged/lost article.
49. An inventory list will be prepared during the handing over of swimming pool. On completion of contract, the complete facility alongwith inventories will handed over in serviceable condition by the agency to MDU without any damages/breakages, etc.
50. In the event of any Swimming Sports organized by MDU, the timings will be adjusted to suit the event and full facility will be provided by the agency.
51. The staff / Guards of agency will wear separate and distinct uniform.
52. The University authorities i.e Vice-Chancellor, Registrar, DSW, Proctor, Director Sports Controller Security and Executive Engineer can check/inspect the Swimming Pool at any time.
53. Contractor will be fully responsible for any dispute/accident /casualty/loss/damage/theft/ etc. which may occur at the Swimming Pool and MDU will not be responsible for any loss/damage etc. caused by their staff through an accident or otherwise. Nothing extra whatsoever shall be paid on account of losses, damages done by rains or any other natural calamities.

54. The agency shall submit the salary statement of his employees to the Director Sports.
55. The obligations of agency and of MDU will be spelt out in the agreement/ MoU. However, during the operation of the agreement, circumstances may arise which may call for amendment or modification of the terms and conditions of the agreement, in such a situation, the amendments / modifications as may be mutually agreed upon shall be incorporated in the agreement.
56. If any doubt or ambiguity arises as to the meaning and / or effect of any provision(s) of the agreement, the same shall be referred to the Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
57. Director (Sports) will be the in-charge of this work.
58. The water for use of swimming pool will be tested by the agency on fortnightly and report to be submitted to the Director Sports.
59. The consumable for operation and running of Swimming Pool will be arranged by the agency itself and no extra cost will given to the agency on this account.
60. The contract may be terminated by MDU at any time by giving one month notice due to any administrative reason/revamping/ rehauling of swimming pool.
61. Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Director Sports, a Performance Security in any of the shape of Bank guarantee or certified Bank Draft for an amount of Rs. 3.00 lacs. The performance security will be valid upto the completion of work+45 days. In case, the time of completion is enlarged, the validity of the guarantee shall be correspondingly extended. It carries no interest and is refunded to the contractor after the date specified in the contract.
62. The agency shall provide maximum 25 VIP passes (monthly) for the higher authorities free of cost.
63. The agency shall responsible for safety and security of the university swimming pool round the clock.

Director Sports

**Annexure-I**

**DECLARATION**

I/We (Name)\_\_\_\_\_do hereby solemnly affirm and declare that the facts stated in the Technical Bid No.\_\_\_\_\_ dated\_\_\_\_\_ and Financial Bid No\_\_\_\_\_ dated \_\_\_\_\_ are correct and true to the best of my/our knowledge and belief and nothing as been concealed therein. In case of any concealment or misrepresentation of fact(s)detected at any stage,. I/We shall be liable to legal action under Section 182 and section415 read with section 417 and 420 of Indian Penal Code, as the case may be.

\_\_\_\_\_  
(Signature of the quotee)

Name\_\_\_\_\_

Place;\_\_\_\_\_

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