

HARYANA FOREST DEVELOPMENT CORPORATION

**BAYS NO. 27-28, SECTOR- 4,
PANCHKULA**

Tel No. 0172-2564463

Email : mdhfdcl@gmail.com

Website: www.hfdc.gov.in

Invitation of “Expression of Interest”

for

**Supply of Sal sleepers for Kumbh Mela 2024-25 at
Prayagraj in the State of U.P.**

Bid Reference No: HFDC/Kumbh-Sal/EOI/II/2023-24

Date & time of commencement of Bids	<i>15.11.2023 from 9:00 am onwards</i>
Last date & time for submission of bid documents online	<i>23.11.2023 up to 3:00 pm</i>
Date & time of opening of Bids (Technical Bids)	<i>23.11.2023 at 4:00 pm</i>
Date & time of opening of Bids (Financial Bids)	<i>28.11.2023 at 11:00 am</i>

HARYANA FOREST DEVELOPMENT CORPORATION LIMITED

Bays No.27-28, Sector-4, Panchkula

[Tel.0172-2564463](tel:0172-2564463), e-mail: mdhfdcl@gmail.com

Website: www.hfdc.gov.in

Notice inviting Expression of Interest

The Managing Director, Haryana Forest Development Corporation (HFDC) hereby invites “Expression of Interest (EOI)” from firms/contractors/business entities here in after referred to as “bidders” for supply of Sal timber in the form of sleepers for Kumbh Mela 2024-25 at Prayagraj in the State of U.P.

For participation in the above EOI through e-tendering process, the prospective bidders shall have to get themselves registered with the service provider i.e. Tenders Haryana (Haryana Government e-Procurement System) and get user ID and password. Class 2/3 digital signature is mandatory to participate in the e-tendering process. The digital signatures of the bidder must be valid at the time of evaluation of bids.

For any clarification/difficulty regarding e-Tendering Process flow please contact on 0172-2564463 or e-mail at mdhfdcl@gmail.com. The EOI document is available on website <https://etenders.hry.nic.in> and www.hfdc.gov.in

1. Total of approximately 75,000 (Seventy Five Thousand) Sal sleepers (Size 4.25 M X 0.20 M X 0.13 M) and 8500 (Eight Thousand Five Hundred) Sal edgings (Size 3.65 M X 0.18 M X 0.10 M) are to be supplied to Kumbh Mela 2024-25 at Prayagraj, Uttar Pradesh. However, the final quantity may vary at the time of supply and it will be solely at the discretion of the Managing Director, HFDC.
2. Interested bidders can purchase the tender documents online from website <https://etenders.hry.nic.in>. The EOI document charges of Rs 2360 (Rs 1180/- EOI document charges, Rs 1000/- e-service charges + 18% GST charges) are to be paid ONLINE through <https://etenders.hry.nic.in>.
3. Earnest Money Deposit of Rs. 10,00,000/- (Rupees Ten Lakh only) shall have to be paid online while submitting Expression of Interest.
4. Bidders can access tender document along with **Annexure I to XIII** on the website <https://etenders.hry.nic.in>, fill them and submit the completed tender document in electronic mode on the website itself. Bidders shall attach scanned copies of all the requisite documents specified in tender document. Tender documents shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document is found in

order.

5. Corrigendum / Addendum / Corrections, if any will be published on the website. The bidders are advised to check HFDC website www.hfdc.gov.in and Tenders Haryana (Haryana Government e-Procurement System) website at <https://etenders.hry.nic.in> for any changes / corrigendum.
6. **The schedule of major activities/ KEY DATA in this regard is as under :-**

Date & time of commencement of bids	<i>15.11.2023 from 9:00 am onwards</i>
Last date & time for submission of bid documents online	<i>23.11.2023 up to 3:00 pm</i>
Date & time of opening of Bids (Technical Bids)	<i>23.11.2023 at 4:00 pm</i>
Date & time of opening of Bids (Financial Bids)	<i>28.11.2023 at 11:00 am</i>

7. The Managing Director, HFDC, Panchkula reserves the rights to accept/ reject any or all the bid(s) or the entire process of inviting Expression of Interest without assigning any reason.

**Managing Director,
HFDC, Panchkula**

TERMS AND CONDITIONS

Invitation of Expression of Interest (EOI) for Supply of Sal Sleepers in Kumbh Mela 2024-25 at Prayagraj, Uttar Pradesh

1. Total of approximately 75,000 (Seventy Five Thousand) Sal sleepers (Size 4.25 M X 0.20 M X 0.13 M) and 8,500 (Eight Thousand Five Hundred) Sal edgings (Size 3.65 M X 0.18 M X 0.10 M) are to be supplied to Kumbh Mela 2024-25 at Prayagraj, Uttar Pradesh. However, the final quantity may vary at the time of supply and it will be solely at the discretion of the Managing Director, HFDC as per demand from UP Forest Corporation/ UP PWD.
2. Being a third party supply, **if the final supply is a fraction of the above mentioned projected demand, the HFDC will not be liable for any claims by the bidder.** In case of increase in demand, the above projected demand may be **increased upto the maximum extent of 25 percent as per request of UP Forest Corporation / UP-PWD.** Supply order will be issued for the entire projected demand from UP Forest Corporation / UP-PWD.
3. The bidder will have to inform the source of timber, at the time of supply along with GST number. The source of timber has to be legal for which the bidder will have to furnish the relevant documents at the time of supply.
4. Material offered for supply will be inspected at the bidder's depot or at a depot of HFDC in Haryana, by a committee / any other process designated by competent Authority of HFDC/ UP Forest Corporation / UP-PWD.
5. The F.O.R. destination of the Sal Sleepers will be a designated place / depot / warehouse / Bhandar of UP-PWD at Kumbh Mela, Prayagraj. **The expenses of transportation including stacking, loading-unloading, levies, entry tax and octroi etc including toll taxes will be borne by the bidder and it should be mentioned specifically in addition to the Basic Ex-Depot Price of Sal timber per cubic feet. GST @ 18% on this price will be paid extra.**
6. No advance payment or Mobilization advance will be provided to the bidder.
7. Online bids in two parts (two stages-technical and financial) will be received till **23.11.2023 up to 3.00 pm** for the Supply of Sal timber in the form of Sal Sleepers at Kumbh Mela 2024-25 at Prayagraj, Uttar Pradesh.
8. Any change in constitution of the firm shall be notified forthwith by the bidder in writing to the authority sanctioning the bid and such change shall not relieve any former member of the firm from any liability under the EOI.
9. No new partner / partners shall be accepted into the firm by the bidder in respect of this supply unless he/they agree to abide by all its Terms & Conditions and deposit a written agreement to this effect with the officer sanctioning the bid. The contractor's receipt or acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the EOI.

10. The bidder will have to submit their tender online through e-tendering process. For this, the prospective bidders shall have to get themselves registered with the service provider i.e. Tenders Haryana (Haryana Government e-Procurement System) and get user ID and password. Class 2/3 digital signature is mandatory to participate in the e-tendering process. For any clarification / difficulty regarding e-Tendering Process flow please contact on **0172 – 2564463 or at e-mail mdhfdcl@gmail.com**
11. Bidders/Contractors, who wish to submit online tenders can access tender document along with **Annexures I to Annexure XIII** on the website **<https://etenders.hry.nic.in>**, fill them and submit the completed bid document in electronic mode on the website itself. Bidders / Contractors shall attach scanned copies of all the documents as specified in tender. In case of any difficulty, they can contact the Office of MD-HFDC at mdhfdcl@gmail.com.
12. All bids must be accompanied by Earnest Money Deposit as specified in the e-tender Notice and bid document. All payments (document fee, processing fee and EMD) are to be made online through the e-payment gateway of the portal prior to submission of bids.
13. At any time prior to the date of submission of bid, HFDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by an amendment. All prospective bidders will be notified of the amendment on HFDC website www.hfdc.gov.in and Tenders Haryana (Haryana Government e-Procurement System) website at <https://etenders.hry.nic.in> and that will be binding on them. In order to give reasonable time to take the amendment into account in preparing their bids, HFDC may at its discretion, extend the date and time for submission of bids.
14. Interested eligible bidders may obtain further information from the office of the Managing Director, Haryana Forest Development Corporation Limited, Bays No.27-28, Sector-4, Panchkula.
15. The Bidder shall submit the bid in two parts as under: -
 - i) **Part 1 –: Technical Bid**
 - ii) **Part - 2 : Financial Bid**
16. **Opening of bids: On line bids will be opened by the HFDC on 23.11.2023 at 4.00 pm.**
17. Pre-Qualification Criterion for bidders:-
 - i) **Payment of tender document fee and EMD:** Payments made by bidders through payment gateway of the portal will be reconciled in the system and only those bids for which payments are found to be reconciled, will be opened.
 - ii) **Registration Certificate:** Each bidder will submit a copy of registration of the firm/business entity. The firm should be registered in India under the relevant Acts/Rules applicable for registration of business entities and it should have at least three years' experience of working since registration.

- iii) **GST Registration Certificate:** The bidder will submit a copy of its registration for GST and will provide the relevant details regarding applicability of GST in proforma provided in Annexure VI.
 - iv) **Undertaking regarding non-blacklisting:** Each bidder will be required to submit undertaking in Annexure VII to the effect that it has not been blacklisted/debarred by any Central/State Government Organization/Undertaking.
18. Bids conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated as above and Non-conforming proposals will be outrightly rejected.

19. **Part 1 -Technical Bid**

Qualification Criteria for Eligible Bidders:

- i) **Annual Turnover:** -The bidder will submit documents such as copies of **IT Return and Balance Sheet (including the Notes to Balance Sheet showing the details of revenue from operations) for the financial year 2022-23** showing turnover (**only from trade of Sal and other construction timber species**).
- ii) **Experience of working in Government Projects:** - The bidder should have experience of working in Government departments/agencies and should have supplied Sal and other construction timber/timber products during the period since the inception of the firm/business entity. Relevant documents such as supply order (showing quantity and value of timber) issued to the firm and work completion certificate from the concerned Government department/agency will be attached.
- iii) **Value of Sal/other construction timber purchased:** - The bidder / business entity should submit all the relevant documents showing business transactions related to purchase of Sal and other construction timber from Government/other agencies during the last two financial years i.e. 2021-22 and 2022-23. The bidder should have its own licensed Saw Mill set up in its premises.
- iv) **Value of Sal/other construction timber/timber products sold/supplied:** - The bidder / business entity should submit all the relevant documents showing business transactions related to sale and supply of Sal and other construction timber/timber products to Government/other agencies during the last two financial years i.e. 2021-22 and 2022-23.
- v) **Registration as Timber Contractor:** - The bidder should be a registered timber Contractor/Purchaser with State Forest Departments/ Forest Development Corporations in India. A copy of valid registration certificate will be submitted.
- vi) **Valid Saw Mill License:** - The bidder should have its own licensed Saw Mill set up in its premises and should have sufficient technical manpower and infrastructure for sawing of timber on a large scale. **A copy of License of the Saw Mill showing ownership and location should be attached.**

- vii) **Registration for import of timber from other states:** - The bidder should have valid Registration Certificate for importing timber from other states to the state where bidder has established licensed Saw Mill. **Copy of Registration Certificate showing registration of bidder with SFD/FDC and for importing timber from another States in India should be attached.**
 - viii) Present stock of Sal timber: - Each bidder will submit the details of round/sawn Sal timber which is already procured by it in the proforma given in Annexure XI. **Copy of relevant pages of Stock Book of Saw Mill showing balance volume and quantity of Sal round logs and purchase receipts for the same will be attached.**
 - ix) Prospective Purchase Plan for Sal timber: - Keeping in view the importance and nature of the work, limited time period of supply and huge volume of timber involved, each bidder will submit the tentative plan of procurement/ purchase of round logs of Sal timber from various sources during the period from 01/12/2023 to 31/10/2024 alongwith volume of timber to be purchased/procured at each interval. **A copy of self-attested procurement/purchase plan as per proforma in Annexure X showing source of timber, volume to be purchased will be submitted by the bidder.**
20. Technical bids would be opened for only those bidders who qualify the Prequalification evaluation.
 21. Technical bids upon opening will be evaluated and all documents /details furnished by the bidder will be scrutinized. The Tender Evaluation Committee constituted by the competent authority or any of its representative will carry out physical inspection of saw mill(s) and verification on various parameters such as ownership, technical manpower, other infrastructure and balance stock of Sal round logs will be carried out by the Committee. **The technical bids will be evaluated on the basis of scrutiny of submitted documents and physical inspection of the saw mill(s) of the bidders.**
 22. Only those bidders whose technical bids upon opening are found in order with regard to correct documentation shall be subjected to physical inspection by the Tender Evaluation Committee or its representative.
 23. **Scoring of Technical Proposal:** -Technical proposals will be opened only for those bidders who qualify in the preliminary pre-qualification criterion scrutiny. Technical proposals of shortlisted bidders would be evaluated and marks will be given to each bid on the basis of information provided and documents attached along with the bid. The technical bid will follow points-based evaluation whereby the bids will be evaluated on a 50-point scale. The evaluation under technical bid will be as per the scoring criterion given in **Annexure XII**. Based on the above scoring scheme, the total points scored by the bidder out of a maximum of 50 points will be calculated.

Technical score will carry weightage of 70%.

The Technical Bid score will be derived as: -

$St = (Sm/Sh)*50$ where

St=Technical Score

Sm = Total Technical marks of the bid under consideration

Sh = Highest Total Technical marks among all evaluated bids

24. Part 2- Financial Bid

- (i) Financial Bid of only those bidders who have been found eligible on the basis of the details furnished by the bidders in Part-I (technical bid) and physical inspection by the Committee will be opened.
- (ii) Conditional / incomplete bids not fulfilling any of the conditions specified in the bid document are liable to be rejected without assigning any reason.
- (iii) The F.O.R. destination of the Sal Sleepers will be a designated place / depot / warehouse / Bhandar of UP-PWD at Kumbh Mela, Prayagraj. **The expenses of transportation including stacking, loading-unloading, levies, entry tax and octroi etc including toll taxes will be borne by the bidder and it should be mentioned specifically in addition to the Basic Ex-Depot Price of Sal timber per cubic feet. GST @ 18% on this price will be paid extra.**

Proforma for submission of Financial Bid is given in **Annexure XIII**.

Evaluation of the financial bids submitted by bidders will be done on a scale of 50 points and the financial bid score will be derived as below: -

$S_f = (F_l/F) * 50$ where

S_f = Financial score

F_l = Value of the lowest financial bid

F = value of the bid under consideration

The financial score will carry a weightage of 30%

$T_s = 70\% * S_t + 30\% * S_f$

T_s = Total of technical and financial score

25. Scoring and Ranking of bids on the basis of Technical and Financial evaluation

As described earlier, the tender evaluation is based on a **Quality and Cost-Based Selection (70:30)** where the Technical bid score will get a weightage of 70% and the financial bid score a weightage of 30%. **Weighted technical and financial scores will be computed up to four decimal points.**

Firm	Technical Score (St)	Financial Score (Sf)	Weightage Technical Score (St)	Weightage Financial Score (Sf)	Total Score (Ts)	Ranking
	A	B	A*70%	B*30%		

The work mentioned in this EoI will be awarded to the bidder who has received the highest (Ts) score in the combined technical and financial evaluation provided that such bidder has to accept all Terms and Conditions of the EoI.

In case, if Two or more bidders receive the same Ts (Total of technical and financial score), MD, HFDC, Haryana shall identify the best fit Bidder based on following criteria: -

- a. The bidder with lowest financial quote shall be assigned the status of best fit Bidder.
- b. If there is still more than one bidder with the same Ts and same financial quote, then the bidder with higher average annual turnover figure for last one year (2022-23) shall be assigned the status of best fit Bidder.
- c. If there is still more than one bidder with the same Ts and same quote & same average annual turnover, then the bidder with highest number of registrations as timber contractor in various states shall be assigned the status of Best fit Bidder (in such case MD, HFDC may ask for documentary evidences separately).

26. EARNEST MONEY DEPOSIT

Each bid must be accompanied with an Earnest Money Deposit (EMD) of Rs. 10,00,000/- (Rupees Ten Lakh only) which shall have to be paid online. EMD submitted in any other form will not be accepted. HFDC will not be responsible for any delay in clearance of EMD amount through RTGS. **The bidders are advised to fill application in advance to avoid any infrastructural bottleneck of the system.**

Any bid submitted without EMD in accordance with this clause will be rejected out rightly. This EMD amount of the successful bidder will be adjusted in Performance Security.

The EMD of unsuccessful bidders will be returned within 7 days after finalization of the Bid. The EMD amount will not carry any interest. If the successful bidder fails to deposit the Performance Security (Security Deposit) within the specified period, or withdraws his bid within the validity period of the bid, this EMD amount will be forfeited.

27. PERFORMANCE SECURITY (SECURITY DEPOSIT):

The Successful bidder shall be required to pay Performance Security Deposit equivalent to 1 % (one Percent) of the total value of the order as **Performance Security** by way of **Bank Guarantee / Demand Draft** drawn in favor of Managing Director, HFDC, payable at Panchkula, within 7 working days of the receipt of the acceptance letter from HFDC. The amount of EMD may be adjusted in the Security Deposit of the successful bidder. This Performance Security amount will be refunded after satisfactory completion of the work as mentioned in supply order.

The Performance Security amount will not carry any interest. In addition to other penal action, if the supplier fails to supply the goods and perform the service as per terms and conditions mentioned in the Bid Document leading to termination of the agreement, the Performance Security amount will be forfeited.

28. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid till **31.12.2024** after opening of **part-I technical bids**.

29. PRICES AND OTHER CONDITIONS

The quantity mentioned is only the tentative requirement and may be increased or decreased as per order received/to be received from UP Forest Development Corporation and conveyed by the Managing Director, HFDC, Panchkula as mentioned earlier at Sr. No. 1 & 2 of the “Terms and Conditions”.

30. BID CURRENCY AND EVALUATION OF PRICE BIDS:

The bidder should quote their **Ex-Depot rates in Rs/cubic feet format excluding GST** for the items described as per the specifications shown in annexure-XIII only. Any omission in this regard may result in rejection of the bid.

Transportation Charges including other expenses quoted should be complete i.e. inclusive of applicable other taxes, duties and levies, if any, Transportation, Insurance, loading, unloading, stacking, entry tax, levies & octroi and any incidental charges etc., on FOR basis in Rs/cubic feet format.

No bid condition like “AT CURRENT MARKET RATES” shall be accepted. No Handling, clearing, transport charges etc., will be paid extra. The delivery should be made as stipulated in the supply order placed with successful bidders.

31. (a) If at any time during the period of Agreement, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be morally and statutorily bound to inform the Managing Director, HFDC, Panchkula immediately about such reduction in the contracted prices. The Managing Director, HFDC, Panchkula is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
- (b) **In case of any enhancement in GST**, applicable other taxes, duties and levies, if any, afresh due to statutory Act of the Government or enhancement rates of GST, applicable other taxes, duties and levies, after the date of submission of bids and during the bid period, the additional or fresh GST, applicable other taxes, duties and levies, so levied will be allowed to be charged extra as separate item without any change in price structure approved under the Tender. For claiming the enhancement of additional cost on account of the increase in GST, applicable other taxes, duties and levies, the bidder should produce sufficient evidence that the items supplied falls under particular tariff and the rate of GST, applicable other taxes, duties and levies charged.
- (c) Invoices drawn as per GST and other applicable rules for the items supplied shall be produced wherein the GSTIN of Haryana Forest Development Corporation shall be clearly stated so as to enable the HFDC to claim Input Tax Credit. The present rate of GST is 18 %.
- (d) In case successful bidder has been enjoying GST, applicable other taxes, duties and levies exemption on any criteria of Turnover etc., such bidder will not be allowed to claim GST, applicable other taxes, duties and levies at later point of time, during the currency of bid, when the GST, applicable other taxes, duties and levies are chargeable on goods

manufactured.

(e) The bidder must be registered under GST Act and furnish GST registration details in Annexure V.

(f) **The GSTIN of Haryana Forest Development Corporation is ~~06AAACH3947G5ZL.~~**

32. Each bid must contain only the unit rate in Rs/cubic feet format. Rates for all items as listed in **Annexure-XIII** should be computer typed and quoted to be eligible for being considered for evaluation.

33. The rates quoted and accepted will be binding on the bidder for the stipulated period and on no account any increase in the price will be entertained till the completion of the bid period. No bidder will be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. The representation of the bidder that clerical error, typographical error etc. has been committed in the bid and request for revision shall not be considered after opening the bid. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc. will not be considered under any circumstances and the bids of those who have given such conditions shall be treated as incomplete and such bids, shall be summarily rejected.

34. Delivery of all goods/materials as per the specification should be completed within **Eight Months** from issue of supply order. The time of delivery can be extended by the competent authority in case of valid reasons if any.

35. INSPECTION/QUALITY TESTING

The consignment of Sal sleepers ready for supply at the Bidders place/depot will be first inspected by the Committee of officers of HFDC/UP Forest Corporation/UP PWD. Only upon satisfactory test report with regards to the Sal timber offered, confirming to the specifications as per bid document, the consignment will be accepted and up till then, the material will be lying under the custody of the supplier/firm and HFDC will in no way be financially/physically responsible for the upkeep of the material.

Bidder will be responsible for the transportation of Sal sleepers upto Kendriya Bhandar / Warehouse of PWD at Kumbh Mela Prayagraj, UP from the place of site of inspection.

36. Material/Goods/Sal sleepers, which do not meet quality requirements shall render the relevant supplies liable to be rejected as a whole lot and the supplier won't make any effort to supply again any such lot so rejected. If the Goods/material/Sal sleepers do not conform to statutory standards/specifications, the bidder will be liable for relevant action under the existing laws and the supplier should hold entire stock back within a period of 7 days of the receipt of the letter from HFDC/UP FC/UP PWD. The stock shall be held back at the expense of the supplier.

37. The right of HFDC/UP FC/UP PWD to re-inspect / test the material, if deemed necessary, during transit or after reaching Kendriya Bhandar/ Warehouse of UP PWD at Kumbha Mela at Prayagraj, and reject the material, if found not confirming to specifications at any point of time after the supply of goods/material shall in no way be affected by the fact that the

material has already been inspected / tested at the bidder's place/depot.

38. The decision of the MD- HFDC or any Officer authorized by him, as to the quality of the supplied material shall be final and binding.

39. ACCEPTANCE/REJECTION OF BID

- (a) The Managing Director - HFDC reserves the right to reject the bids or to accept the bids without assigning any reason.
- (b) The Managing Director - HFDC will be at liberty to terminate without assigning any reasons thereof, the Agreement either wholly or in a part on 30 days notice. The bidder will not be entitled for any compensation whatsoever in respect of such termination.
- (c) The acceptance of the bids shall be communicated to the bidder in writing.

40. ISSUANCE OF SUPPLY ORDER

- (a) The Managing Director - HFDC will issue Supply Order to the successful Bidder only after the deposition of Performance Security as mentioned above, by the successful bidder.
- (b) The successful bidder, while executing the Supply Order issued by the Managing Director HFDC, will be governed by all the "Terms and Conditions" stipulated in this Bid document.
- (c) The ordered material shall be supplied in adequate packaging to prevent damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature and open storage.

41. DELIVERY CONDITIONS

Delivery of material as mentioned in the Supply Order is to be done at periodic intervals within 180 days from the issuance of Supply Order. If the supplier fails to execute the contract within the stipulated time, the HFDC is empowered to make emergency purchases and claim the difference in total cost from the supplier in addition to other penal remedies.

42. PAYMENT PROVISIONS

On Delivery: - 100% payment will be released by the HFDC within 3 working days, on physical submission of bills alongwith complete documents at HFDC Head Office at Panchkula after completing delivery of the goods at destination subject to satisfaction of the indenting officer w.r.t. quality and quantity of the material. However, if due to some unforeseen circumstances beyond control of HFDC, the payment gets delayed, no compensation / cost will be paid by HFDC

Note: - Bidder / beneficiary should submit Real Time Gross Settlement (RTGS) details and the Payment will be remitted only through RTGS as per Annexure-VII.

43. NON PERFORMANCE

Non performance of contract provisions or furnishing false information or influencing the HFDC may disqualify the successful bidder to participate in the bids for the next five years.

44. PENALTIES

- i. In case during the course of opening of the technical bids or even after the finalization of the bid, it is found that any document has been forged or not submitted as required in the conditions for submitting the technical bid, financial bids or otherwise, the EMD and Performance Security is liable to be forfeited without any notice. The bid would be liable to be terminated at the risk and cost of the successful bidder under such situations.
- ii. Furnishing of any wrong information, declaration, forged documents or false affidavit by the bidder to win the tender may lead to forfeiture of EMD submitted by such bidder and the bidder may also be Blacklisted for participating in any further bid to be floated by HFDC either permanently or for a specified period of time as deemed fit by the MD-HFDC.
- iii. If the successful bidder fails to execute the Supply Order/or deposit the required Performance Security deposit within the time specified or withdraws his bid after the intimation of the acceptance of his bid has been sent to him or owing to any other reasons, he is unable to undertake the Supply, his bid will be cancelled and the Earnest Money and Performance Security deposited by him shall stand forfeited to the HFDC, Panchkula and he will also be liable for all damages sustained by the HFDC by reasons of breach such as failure to supply/delayed supply/ supplies not conforming to the bid specifications, including the liabilities to pay any differences between the prices accepted by him and those ultimately paid for the procurement of the material concerned. Such damages shall be assessed by the Managing Director, HFDC, Panchkula whose decision will be final in the matter. The Earnest Money Deposit/ Performance Security of the bidder may also be forfeited in case the bidder submitted any wrong information/Affidavit in the bid. HFDC reserves the right to penalize the bidder, in case material is not supplied or the bidder fails to fulfill the laid down criteria. However, Managing Director, HFDC reserves the right to waive off the penalty if he is satisfied that the delay was unavoidable due to some specific reasons beyond control of Bidder.
- iv. If the bidder/supplier fails to deliver the goods/perform the services within the stipulated delivery period or within any extension period granted, HFDC will be at liberty to terminate the Supply Order without prejudice to any other rights that HFDC may have against the supplier as per provisions of the Agreement.
- v. Non performance of Agreement provisions may disqualify the successful bidder to participate in future bids for the next five years.

45. Bidder should read all the Terms and Conditions of the bid document properly before submitting the bid.

46. FORCE MAJEURE:

Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such event may include but are not limited to, acts of HFDC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify HFDC in writing of such condition and the cause thereof. HFDC shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

Unless otherwise directed by HFDC in writing, the Supplier shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

47. SAVING CLAUSE:

- a. No suit, prosecution or any legal proceedings shall lie against HFDC, or any person for anything that is done in good faith or intended to be done in pursuance of bid.
- b. In case, a dispute arises between HFDC and the Bidder, which cannot be settled amicably, the Bidder can request HFDC to refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996. Arbitration proceedings for such dispute will be held at Panchkula, Haryana. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- c. *In the event of any dispute arising out of the bid, such dispute would be subject to the jurisdiction of the Civil Court within the State of Haryana.*

DECLARATION FORM

I/We, (Name of firm/contractor/bidder) having our Saw Mill/Timber Depot at (Address of firm/contractor/bidder) do declare that I/ We have carefully read all the conditions of bid document and I/We hereby agree to all the “Terms and Conditions” of the bid document to supply the goods/Sal sleepers as per schedule to be specified in the Supply Order.

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

.....

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ANNEXURE –II

Details of License/ Enlistment/ Registration of Firm with any Government Authority

S. No	Name of Document	Issued on	Valid Upto
1.	License of Saw Mill(s) showing ownership and location		
2.	Registration Certificate from any SFD/FDC in India 1) 2) 3)		
3.	Registration Certificate for import of timber from other state		

Please attach copy of License/Enlistment / Registration details

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

.....

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ANNEXURE – III

ANNUAL TURNOVER STATEMENT

(Please Attach the copy of Balance Sheet/ Notes to Balance Sheet/ITR relevant pages compulsorily)

The Annual Turnover of M/s _____
_____ for the the year 2022-23 from
trade of Sal/other construction timber (as per condition no 19 (i) of the
bid document) is given below and certified that the statement is true and correct.

Sr. No.	Financial Year	Turnover (Rs. in Lakh)
1	2022-23	
Total Turnover		

Total Turnover for the year 2022-23 -Rs. Lakh.

In Words.....

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

.....

.....

Details of Experience of Working in Govt. Projects.

[For a period of last two years – as per condition no 19 (ii)]

Name of bidder _____

S. No.	Name of Government Department	Name and Year of Project	Quantity and value of timber/timber products supplied
1	2	3	4

Signature and Seal of the Bidder: _____

**** The documentary proof will be the supply order Or invoice Or completion certificates of purchase / sale from the consignee/end user with cross reference of order No. and should be attached compulsorily.**

If at any time, information furnished is proved to be false or incorrect, the Earnest Money deposited will be forfeited and the bidder may be blacklisted / debarred either indefinitely or for period as deemed fit by Managing Director, HFDC.

Name of Authorized representative / Bidder.....

Details and Address of Bidder

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ANNEXURE V

Details of value of Sal/other construction timber purchased from Government/other agencies

[For a period of last two years—as per condition no 19 (ii)]

Name of bidder _____

Material purchased from (Full Address of Seller consignee)	Supply Order / Invoice Number and Date	Description and quantity of ordered goods and services	Value of Order** (Rs.)
1	2	3	4

Signature and Seal of the Bidder: _____

**** The documentary proof will be the supply order Or invoice Or completion certificates of purchase / sale from the consignee/end user with cross reference of order No. and should be attached compulsorily.**

If at any time, information furnished is proved to be false or incorrect, the Earnest Money deposited will be forfeited and the bidder may be blacklisted / debarred either indefinitely or for period as deemed fit by Managing Director, HFDC.

Name of Authorized representative / Bidder.....

Details and Address of Bidder

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Details of value of Sal/other construction timber/timber products sold/supplied to various agencies

[For a period of last two years – as per condition No. 19 (iv)]

Name of bidder _____

Material sold/supplied to (Full Address of Purchaser/ consignee)	Supply Order / Invoice Number and Date	Description and quantity of ordered goods and services	Value of Order** (Rs.)
1	2	3	4

Signature and Seal of the Bidder: _____

**** The documentary proof will be the supply order Or invoice Or completion certificates of purchase / sale from the consignee/end user with cross reference of order No. and should be attached compulsorily.**

If at any time, information furnished is proved to be false or incorrect, the Earnest Money deposited will be forfeited and the bidder may be blacklisted / debarred either indefinitely or for period as deemed fit by Managing Director, HFDC.

Name of Authorized representative / Bidder.....

Details and Address of Bidder

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ANNEXURE – VII

Declaration regarding Goods and Service Tax (GST) Applicability

S. No.	Name of Bidder/Firm/Contractor		
1	Registration Status	Please Tick 1.Registered 2.Unregistered	
If response to above is 'Registered', please fill the following fields			
2	GSTIN (Taxpayer identification No.)	Also Attach GST Registration Certificate	
3	GST Classification (Please Tick one)	Exempt	
		Full rate	
		Abetment/Concession	
		Composition Scheme	
4	Place of Business	Address	
		Region	
		Postal Code	
5	Reverse Charge Applicability	Yes	No

For each item of the Supply Order

S. No.	Short Description	HSN Code/ SAC	Intra-state		Interstate
			CGST%	SGST%	IGST%

Date:

Signature:

Name of the Organization and Address:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

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ANNEXURE- VIII

**PROFORMA OF UNDERTAKING REGARDING BIDDER NOT
BLACKLISTED / DEBARRED**

I _____ S/O,W/O _____

_____, (Designation of Deponent) of (name and complete address of the bidder firm) is authorized signatory of the firm (Name of the bidder firm) , do hereby solemnly affirm and declare as under:-

That the firm (Name of the firm) or its Directors/Partners/Owners have not been blacklisted or debarred by any Central or State Government Department / Govt. undertaking.

DEPONENT

VERIFICATION

Verified that the above contents are true to my knowledge and belief and nothing has been concealed therein.

DEPONENT

(To be notarized on non-judicial paper of Rs 100/- only) Please attach proof of authorization on behalf of the firm.

ANNEXURE- IX

Proforma of RTGS / IFSC Code for Release of payments.

Please provide particulars of your RTGS/IFSC code as per following Performa on the letter head duly certified by your banker:-

Sr. No.	Particulars	Remarks
1.	Name & Address of the beneficiary	
2,	Name of Firm	
3.	Account No.	
4.	Name and Address of the Bank	
5.	RTGS Code	
6.	IFSC Code	
7.	PAN NO.	
8.	Phone/Mobile No.	

Date:

Place :

(Attach a copy of Cancelled Cheque Or Letter from Bank duly signed by Branch Manager)

Name of Authorized representative / Bidder.....

Details and Address of Bidder

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ANNEXURE- X

Proforma of Prospective Purchase Plan for Sal Timber.

Please provide particulars of Purchase Plan to procure Sal timber during 2024 as per following Proforma:-

Sr. No.	Month and Year	Approx. quantity of Sal timber to be purchased	Source of Sal timber
1.	January, 2024		
2.	February, 2024		
3.	March, 2024		
4.	April, 2024		
5.	May, 2024		
6.	June, 2024		
7.	July, 2024		
8.	August, 2024		
9.	September, 2024		
10.	October, 2024		

Date:

Place :

Name of Authorized representative / Bidder.....

Details and Address of Bidder

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ANNEXURE- XI

Proforma for present stock of Sal Timber

Proforma for present stock of Sal Timber.

Name of Saw Mill:.....

Length Class	Girth Class	No. of round logs of Sal	Volume of round logs of Sal
	Total		

ANNEXURE- XII**Criterion for Evaluation of Technical Bid**

S. No.	Evaluation Criterion	Scoring Methodology	Maximum Marks
1	Financial turnover (from trade of Sal/other construction timber) for the year 2022-23	Upto One Crore- 1 mark >1Crore to 8 Crore- For every additional one crore or fraction thereof upto maximum of 8 Crore- 2 marks each More than 14 Crore- Nil	15
2	Experience of working in Government Projects	One project – 4 marks For every additional project 2 marks each upto maximum of 3 projects.	10
2	Value of Sal/other construction timber purchased during the last two financial years 2021-22 and 2022-23	Upto One Crore (cumulative for two years) – 1 mark For every additional 50 lakhs above one Crore upto 3 Crores- 1mark	5
3	Value of Sal/other construction timber supplied during the last two financial years 2021-22 and 2022-23	Upto One Crore (cumulative for two years) – 1 mark For every additional 50 lakhs above one Crore upto 3 Crores- 1 mark	5
4	Registration as Timber Contractor	One mark for registration in home state and two additional mark for each registration in other state (maximum two states)	5
5	Valid license of Saw Mill	Two marks for single license only	2
6	Registration for import of timber from other states	Three Marks for Import Registration	3
7	Present procured stock of Sal Timber	One mark for minimum 300 CuM round logs of Sal timber having length class of 4 mtr -5 mtr. One mark each for every additional 100 CuM upto 500 CuM	3
8	Prospective Purchase Plan of the bidder for Sal timber	Two marks for submission in the prescribed proforma	2
		Total marks	50

Proforma for submission of Financial Bid

Size of material to be supplied of Sal (Shorea robusta)

Sal sleepers - (4.25 M X 0.20 M X 0.13 M)

Sal edgings - (3.65 M X 0.18 M X 0.10 M)

Conversion Factor for Calculation purpose: **1 m³ = 35.315 Cubic Feet**

Location of Depot -

Immediately Available volume of Sal Sleepers: Approx m³

FOR rate of Sal sleepers at PWD Warehouse/Depot at Kumbh Prayagraj

Note : Rates must be computer typed without any overwriting or cutting

Rate per cubic feet (Excluding GST)		Total Price F.O.R. Prayagraj (per cubic feet) (Excluding GST)
Base Price Ex-Depot (per cubic feet)	Transportation Charges including Other Expenses* (per cubic feet)	
1	2	3=1+2

Other Expenses* - includes all expenses related to stacking, fee for transit permit, transportation, loading at depot and unloading at Prayagraj, tolls, levies and octroi etc.

GST at the prevalent rate will be charged extra on the “Total Price F.O.R. Prayagraj or Ex-Depot price – as the case may be.”

Date:

Signature of the Bidder with Seal: