

Haryana Forest Development Corporation Limited

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 empanelment of
suppliers for supply of Sal sleepers to Uttar Pradesh
Forest Corporation for Kumbh Mela 2024-25
at
Prayagraj in the State of U.P.**

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

Date & time of commencement of Bids	<i>20.12.2023 from 9:00 AM onwards</i>
Last date & time for submission of bid documents online	<i>29.12.2023 up to 11:00 AM</i>
Date & time of opening of Bids (Technical Bids)	<i>29.12.2023 at 01:00 PM</i>
Date & time of opening of Bids (Financial Bids)	<i>29.12.2023 at 03:00 PM</i>

Notice inviting Expression of Interest

The Managing Director, Haryana Forest Development Corporation (HFDC) hereby invites "Expression of Interest (EOI)" from firms/contractors/business entities hereinafter referred to as "bidders" for empanelment of suppliers for supply of Sal sleepers to Uttar Pradesh Forest Corporation (UPFC). The intended supply of Sal sleepers is to be utilized in the works to be executed by UP Public Works Department (PWD) during proposed Maha 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.

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> & 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 UPFC for 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 UPFC.
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. 1,00,000/- (Rupees One Lakh only) shall have to be paid online while submitting Expression of Interest.
4. Bidders can access tender document along with Annexure I to XI 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	20.12.2023 from 9:00 AM onwards
Last date & time for submission of bid documents online	29.12.2023 up to 11:00 AM
Date & time of opening of Bids (Technical Bids)	29.12.2023 at 01:00 PM
Date & time of opening of Bids (Financial Bids)	29.12.2023 at 03:00 PM

7. The Managing Director, HFDC, Panchkula reserves the right 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 empanelment of suppliers for supply of Sal Sleepers to UPFC for 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 UPFC for 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 UPFC.
2. HFDC will act as a Channel Partner/ Clearing & Forwarding (C&F) Agent for supply of Sal sleepers by the suppliers/bidders to UPFC. Being a third party supply, if the final supply is a fraction of the above mentioned projected demand, then 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 UPFC.
3. HFDC will empanel suitably qualified bidders having adequate financial standing to carryout third party supply of Sal sleepers to UPFC at a price/rate (Rs. per cft., FOR Prayagraj) determined/arrived at through this EOI process.
4. Mere empanelment of the bidders will not entitle them to carry out the said supply at a price/rate determined/arrived at through this EOI process based on Least Cost Selection Method and/ or Negotiations, if required. HFDC will convey the determined/arrived price/rate adding its service charge/profit to the intending buyer i.e. UPFC. UPFC reserves the right to negotiate the determined price/rate of Sal timber arrived during this EOI process.
5. HFDC will not make any direct procurement/purchase of Sal sleepers from the empaneled bidders.
6. The bidder upon empanelment will be under obligation to supply Sal sleepers directly to UPFC and such supply either wholly or in batches/lots will be subjected to such inspection/scrutiny and verification as decided by the intending buyer i.e. UPFC.
7. The bidder will have to inform the source of timber which has to be legal for which the bidder will have to furnish the relevant documents at the time of supply.
8. Sleepers offered for supply will be inspected at the bidder's depot by a committee/ any other process designated by competent Authority of HFDC/ UPFC.
9. The empaneled bidder carrying out the supply of Sal sleepers to UPFC will send the bills to HFDC & ship/send the supply directly to UPFC. Payments will be released batch/lot-wise to the empaneled bidder upon satisfactory FOR receipt/inspection at Prayagraj and release of the payment to HFDC by UPFC.
10. The F.O.R. destination of the Sal Sleepers will be a designated place/depot/warehouse of UPFC/UPPWD 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.
11. No advance payment or Mobilization advance will be provided to the bidder.

12. Online bids in two parts (technical and financial) will be received till **29.12.2023 up to 11.00 AM**.
13. Any change in constitution of the firm shall be notified forthwith by the bidder in writing and such change shall not relieve any former member of the firm from any liability under the EOI.
14. 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.
15. 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. For any clarification / difficulty regarding e-Tendering Process flow, please contact on **0172 – 2564463** or at **e-mail: mdhfdcl@gmail.com**.
16. Bidders/Contractors, who wish to submit online tenders can access tender document along with Annexures I to Annexure XI 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.
17. 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.
18. 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.
19. The Bidder shall submit the bid in two parts as under: -
 - i. Part 1 – Technical Bid
 - ii. Part – 2 - Financial Bid
20. Opening of bids: Online bids will be opened by the HFDC on 29.12.2023 at 01.00 PM.
21. **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/Declaration:** Each bidder will submit a copy of registration of the firm/business entity and submit an undertaking in this regard in proforma provided in **Annexure-I**. In addition, the bidder has to submit a declaration to the effect that all conditions of the bid document have been read and he/she agrees to all the terms and conditions of the bid document. 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 II**.

- iv) **Undertaking regarding non-blacklisting:** Each bidder will be required to submit undertaking in **Annexure III** to the effect that it has not been blacklisted/ debarred by any Central/State Government Organization/Undertaking.
22. Bids conforming to preliminary scrutiny requirements will be checked for conformance to the pre-qualification criteria stated above and non-conforming proposals will be out rightly rejected.

23. Technical Bid

Qualification Criteria for Eligible Bidders in Technical bid:

The following qualification criteria will be followed to select bidders in technical Evaluation. Each criteria will have weightage and will be evaluated on the basis of various parameters indicated for each criterion. The technical bids will be scored for a total of 100 marks and bids scoring minimum of 70 marks will be treated as qualified in the technical bid.

- i) **Annual Turnover:** -The bidder will submit copies of Balance Sheets for the FY 2021-22 & 2022-23 showing turnover from Trade of Sal & other construction Timber species. Every bidder will also submit undertaking regarding annual turnover statement in the prescribed format given in **Annexure IV**.
- ii) **Purchase of Round Timber of Sal/other construction timber species:** The bidder will submit undertaking in the prescribed proforma given in **Annexure-V** in support of purchases carried out by its firm for Sal/other construction round timber during FY 2021-22 & 2022-23. The copies of invoices of such purchases will also be submitted.
- iii) **Experience of working in Government Projects:** - Each bidder will submit the documents in support of experience of the firm of having undertaken supply of Sal and other construction timber/timber products during last 5 years where minimum value of such supply during the relevant project/supply order period is 50 lakhs or more. The bidder will submit the undertaking in the prescribed format given in **Annexure VI**. The documents such as work certificate or copies of invoices will also be submitted in support of the undertaking given in the proforma.
- iv) **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 and the details will also be mentioned in the proforma given in **Annexure VII**.
- v) **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, location and details of machinery should be attached. The details of license will also be mentioned in **Annexure VII**.
- vi) **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 and the details will also be mentioned in **Annexure VII**.
- vii) **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 VIII**. 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. **It is clarified that, without the supporting documents as mentioned, the claim of the bidder will not be accepted and scoring on this criterion may not be done.**

viii) **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 01/01/2024 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 IX** showing source of timber, volume to be purchased will be submitted by the bidder. **Marks will be given only for those purchase plans submitted in prescribed format which are justified keeping in view the intended demand of timber.**

24. Technical bids will be opened for only those bidders who qualify the Pre-qualification criteria.
25. Technical bids will be evaluated on the basis of different parameters/criteria mentioned in condition No. 23. The details of weightage given to each criteria and scoring of marks under each criteria is given in the following table:

Criterion for Evaluation of Technical Bid

S. No.	Evaluation Criterion	Scoring Methodology	Maximum Marks
1	Annual turnover for the FY 2021-22 & 2022-23.	For each FY upto 2 crores – 5 marks More than 2 crores upto 4 crores – 5 marks More than 4 crores upto 6 crores – 5 marks More than 6 crores – Nil Max. marks of each FY – 15 marks	30
2	Experience of working in Government Projects	Marks will be allotted for only those projects/supply where total volume exceeds 50 lakhs 1 project – 5 marks For every additional project 5 marks each up to max. of three projects.	20
3	Purchase of Round timber of Sal/other constructions imber species for the FY 2021-22 & 2022-23.	For each FY Up to 2 crores – 4 marks For each additional 1 crore or fraction thereof upto 5 crores – 2 marks each Total marks for each FY - 10	20
4	Registration as Timber Contractor	Registration as Timber Contractor – 3 marks for registration in home state. 4 marks for each registration out of state (maximum two states)	11
5	Valid license of Saw Mill	License with one vertical & one horizontal band saw – 4 marks For every additional VBS/HBS – 1 mark each (max. upto 2 marks)	6
6	Registration for import of timber from other states	3 Marks for Registration for import of timber	3
7	Present procured stock of Sal Timber	2 marks for minimum 300 CUM round Sal timber having length class of 4 mtr -5 mtr. Two marks each for every additional 100 CuM upto 600 CuM	8
8	Prospective Purchase Plan of the bidder for Sal timber	Two marks for submission in the prescribed proforma	2
		Total marks	100

26. Evaluation of Financial Bids:

- (i) Financial Bids will be opened only of those bidders who have been found eligible in technical bid by the Tender Evaluation Committee.
- (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 UPFC/ UPPWD 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.

- (iv) HFDC reserves the right to empanel one or more than one bidder/supplier for supply of Sal sleeper to UPFC who will be under obligation to supply the Sal sleepers at such price/ rate determined/arrived through this EOI and/ or Negotiations, if required.
- (v) HFDC will convey the determined/arrived price/rate through this EOI adding its service charges/profit to the intending buyer i.e. UPFC. UPFC reserves the right to negotiate the determined price/rate of Sal timber arrived during this EOI process. The empaneled bidders will be under obligation to supply the Sal sleepers to UPFC at such price/rate determined by UPFC.
- (vi) Proforma for submission of Financial Bid is given in **Annexure X**. It should be completely typed.

27. EARNEST MONEY DEPOSIT

Each bid must be accompanied with an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One 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 outrightly. 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.

28. Acceptance letter & Acceptance/Rejection of Bid:

HFDC will convey the determined/arrived price/rate through this EOI (Rs. per cft. – FOR Prayagraj) adding its service charges/profit to the intending buyer i.e. UPFC. UPFC reserves the right to negotiate the determined price of Sal sleepers to be conveyed by HFDC.

Acceptance letter indicating the Terms & Conditions and the price/rate (Rs. per cft. – FOR Prayagraj) will be issued to bidder(s) by HFDC only upon receipt of supply order from UPFC:

- (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 supply order 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.

29. PERFORMANCE SECURITY (SECURITY DEPOSIT):

The Successful bidder(s) 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.

30. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid till 31.12.2024 after opening of technical bids.

- 31.** The quantity mentioned is only the tentative requirement and may be increased or decreased as per order received/to be received from UPFC and conveyed by the Managing Director, HFDC, Panchkula as mentioned earlier at Sr. No. 1 & 2 of the "Terms and Conditions".

32. PAYMENTS:

Invoices drawn as per GST and other applicable rules for the items supplied shall be produced wherein the GSTIN of Haryana Forest Development Corporation (GSTIN) shall be clearly stated so as to enable the HFDC to claim Input Tax Credit. The present rate of GST is 18 %.

- 33.** Supply of Sal sleepers as per the specification should be completed within **six months** (latest upto 30.10.2024) from issue of supply order. The time of delivery can be extended by the competent authority in case of valid reasons, if any.

34. 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/UPFC. Only upon satisfactory quality testing 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.

- 35.** 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/UPFC. The stock shall be held back at the expense of the supplier.
- 36.** The right of HFDC/UPFC to re-inspect/ test the material, if deemed necessary, during transit or after reaching Kendriya Bhandar/ Warehouse of UP PWD at Kumbh 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.
- 37.** 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.
- 38. ISSUANCE OF SUPPLY ORDER**
- a) Supply order will be issued only to the bidder (s) who has accepted the Terms & Conditions and the price/rate as offered in the acceptance letter by HFDC and who has paid the Performance Security deposit.

- b) The successful bidder, while executing the Supply Order issued by the MD, HFDC, will be governed by all the “Terms and Conditions” stipulated in this Bid document.
- c) The ordered material/Sal sleepers 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.

39. DELIVERY CONDITIONS

Delivery of material/Sal sleepers 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 supply order 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.

40. PAYMENT PROVISIONS

On Delivery: - 100% payment will be released by the HFDC within 7 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 buyer 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-XI.

41. 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.
- 42.** Bidder should read all the Terms and Conditions of the bid document properly before submitting the bid.

43. 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/supply order.

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

44. 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 re-enactment 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.*

Registration Certificate / Declaration Form

I/We, (Name of firm/contractor/bidder) having our Saw Mill/Timber Depot at (Address of firm/contractor/bidder) do hereby declare that the said firm has been incorporated asvide Certificate of Incorporation/ Registration No. dated....., copy of Registration Certificate is attached.

I/We further 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

Declaration regarding Goods and Service Tax (GST) Registration

1	Name of Bidder/Firm/ Contractor	
2	GSTIN (Also Attach GST Registration Certificate)	
3	Place of Business (Complete address with PIN code)	

For each item of the Supply Order

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

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

ANNEXURE- III

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.

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 year 2021-22 & 2022-23 from
trade of Sal/other construction timber (as per condition No. 23 (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)	
		(In Fig.)	(In words)
1	2021-22		
2	2022-23		

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

ANNEXURE V

Details of value of Sal/other construction timber purchased from Government/other agencies during 2021-22 & 2022-23
[For a period of last two years–aspercondition No. 23 (ii)]

Name and Address of bidder

Year	Material purchased from (FullAddressof Seller consignee)	Supply Order /Invoice Number and Date	Description and quantity of ordered goods and services	Value of Order** (Rs.)

Date:

Signature:

**** 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.**

Name of Authorized representative / Bidder.....

Details and Address of Bidder

Details of Experience of Working in Govt. Projects.

[For a period of last five years – as per condition No. 23(iii)]

Name & Address of bidder

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

Date:**Signature:**

**** 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.**

Name of Authorized representative / Bidder.....

Details and Address of Bidder

ANNEXURE - VII

Details of Registration/ License/ Enlistment of the Firm with Government Authorities

(As per condition No. 23 (iv, v & vi) of bid document)

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 Saw Mill License/ Registration Certificate (Timber Contractor)/ Registration Certificate for Import of Timber.

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

ANNEXURE-VIII

Proforma for present stock of Sal Timber

(As per condition No. 23 (vii) of the bid document)

Name and Address of Saw Mill:

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

Date:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

ANNEXURE-IX

Proforma of Prospective Purchase Plan for Sal Timber.

(As per condition No. 23 (viii) of the bid document)

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:

Signature:

Name of Authorized representative / Bidder.....

Details and Address of Bidder

Proforma for submission of Financial Bid

(As per Condition No. 26 (vi) of the bid document)

No. & Size of Sal (Shorea robusta) sleepers to be supplied:

Sal sleepers of (4.25 M X 0.20 M X 0.13 M) size, No. -Sal edgings of (3.65 M X 0.18 M X 0.10 M) size, No.Conversion Factor for Calculation purpose: **1 m³ = 35.315 Cubic Feet**

Location of Depot -

Immediately Available volume of Sal Sleepers: Approxm³**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.
Base Price Ex-Depot (per cubic feet)	Transportation Charges including Other Expenses* (per cubic feet)	Prayagraj (per cubic feet) (Excluding GST)
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:

ANNEXURE- XI

Proforma of RTGS / IFSC Code for Release of payments.

(as per condition No. 40 of bid document)

Please provide particulars of your RTGS/ IFSC code as per following Proforma 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.	IFSC Code	

Date:

Signature:

(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