

Haryana Forest Development Corporation

Office: General Manager Haryana Forest Development Corporation Ltd., Hisar Forest Complex, Mill Gate-Air Strip Road, Hisar (Haryana) Mobile No. 94675-46775 E-mail: rmhfdchsr@yahoo.com & gmhfdchsr@gmail.com

Website: www.hfdc.gov.in

<u>Index</u>

| S. No. | Description | Page No. |
|--------|---------------------------------|----------|
| 1. | Notice Inviting Tender (NIT) | 3 |
| 2. | Detailed Notice Inviting Tender | 4-5 |
| 3. | Key Dates | 6 |
| 4. | Special Terms & Conditions | 7 |
| 5. | Instructions to Bidder | 8 |
| 6. | Technical Bid | |
| 7. | Financial Bid | 11 |
| 8. | Undertaking | 12 |
| 9. | Terms & Conditions | 13-16 |
| 10. | Standard Agreement Form | 17 |

NOTICE INVITING TENDER HARYANA FOREST DEVELOPMENT CORPORATION GENERAL MANAGER, HFDC, HISAR

On behalf of Governor of Haryana, online bids under the two-bid system are hereby invited from the contractors registered with Haryana Forest Development Corporation (HFDC). The interested bidders may submit their bids at website <u>http://hfdc.gov.in</u>, for executing various logging/allied operations in the jurisdiction of General Manager, Hisar For further details please visit website <u>http://haryanaeprocurement.gov.in</u>. or <u>etenders.hry.nic.in</u>.

Note:

Those interested for bidding but have not yet registered as contractor with HFDC may get registered at any point of time.

On behalf of Governor of Haryana

General Manager HFDC, Hisar.

DETAILED NOTICE INVITING TENDER HARYANA FOREST DEVELOPMENT CORPORATION TENDER NO. 01/2024-25 DATED 21-02-2024 GENERAL MANAGER, HFDC, HISAR

On behalf of Governor of Haryana, online bids, under the two-bid system, for logging and allied works are hereby invited from the contractors registered with Haryana Forest Development Corporation (HFDC). The interested bidders may submit their bids at website http:/haryanaeprocurement.gov.in. The work is to be done on basis of SOR of the HFDC and the bidders are to submit their offers only for the Contractor's profit (Service charge) on the item rates of the SOR. The items in SOR are several and the quoted percentage will be applicable for all items. It imply that the bidder has to give only one quote and not separately for individual items of SOR. For accomplishing a work, not all items in SOR come into operation. The payment of service charge (contractors profit) for a work will be made only against items of work actually executed and qualify for contractors profit.

The logging and allied works are done by the HFDC as and when Orders of Work are received from Forest Department or other Organizations or Individuals. The spread of works is over vast geographical area. This DNIT is to select a contractor for works during the financial year 2024-25 and over an area identified as District Hisar. The successful bidder will be given work orders from time to time on as and where basis and as and when work becomes available.

The tentative details regarding the nature of work, specification of work, time schedule for completing the work, approximate quantity and amount is given as under:-

| Area of Work | Particulars of the Work | Approximate Quantity of work during the financial year 2024-25 | Estimated Amount of expenditure as per Departmental SOR (in Rs) | Tentative Time Schedule for completing the work |
|----------------|--|---|--|--|
| District Hisar | Felling of Trees from Forest and Non-Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking | 1750 Cubic Meter | 24,99,900 | 31-03-2025 |

Contractor has to also provide Forest & Sale Depot Watcher as per monthly minimum wage as per of Labour Laws/Haryana Kaushal Vikas Nigam. Contractor has to deposit EPF & ESI every month as per Govt. rule and has to submit challans to the office.

The tender documents charges, e-service charges of Rs. 2360/- (Rs. 1000/- tender document charges + 180/- GST charges, Rs. 1000/- e-service charges + 180/- GST charges). If the tender is cancelled or recalled on any grounds, the tender document fee & e-service fee will not be refunded. The undersigned can reject any/all tender(s) without assigning any reason thereof.

2. Key Dates:

- a) Time / date of online publication 5.00 PM. 21/02/2024.
- b) Downloading of tender document from time 6.00 PM on 21/02/2024
- c) Last Date for submission of bids issue up to 12.00 PM Hrs on 04/03/2024
- d) Technical bid opening at 02.30 PM on 04/03/2024
- e) Financial/price bid opening at 04.00 PM on dated 04/03/2024
- f) Bidding Documents can be downloaded online from the Portal http://haryanaeprocurement.gov.in by the Contractor/agency registered on the Portal by paying document fee and e-service charge.

Special Terms and Conditions of Tender

- 1. Conditional bids will be treated as non-responsive and rejected.
- 2. All Bids will be opened by the Tender Opening & Evaluation Committee at the specified time and place.
- 3. The validity of bid is up to 31st march of the financial year 2024-25.
- 4. The tender issuing authority reserves the right to accept or reject any or all the bids received without assigning any reasons thereof.
- 5. Rates shall be quoted in the prescribed format of the Tender Schedules clearly in percentage of SOR both in words and figures.
- 6. In case the documents attached with the bid does not satisfy the qualification criteria, the bid will be liable to be rejected summarily without giving any reason.
- 7. The details of items of work/plan, sanction, drawing, specification can be seen in the office of the Manager, HFDC, Hisar on any working day.
- Bidders are advised to go through the Standing Order of HFDC regarding tender guidelines for execution of works in HFDC through item rate contract system (available at <u>http:/hfdc.gov.in</u>).
- 9. In case of dispute, the jurisdiction of Civil Court will be at Hisar.

General Manager, HFDC, Hisar.

Instructions to bidder

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

1. <u>Registration of bidders:</u>-

New bidders intending to participate in the tender's process please deposit a sum of rupees 3540/- (Registration fees 2000/- + Auction & Postage Charges 1000/- + GST 540/-) (Rs. Three thousand one hundred eighty only) in the shape of Demand Draft in favour of GM, HFDC Ltd., Hisar payable at Hisar.

- The registration Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card, GST No., EPF & ESI No. etc.) and Address proofs duly self attested on the prescribed performa only upon the receipt of the required fees.
- 3. Bid for a particular tender must be submitted offline i.e. sealed Quotations in separate envelope.



9

HARYANA FOREST DEVELOPMENT CORPORATION

GENERAL MANAGER, HFDC, HISAR

TENDER APPLICATION FORM (TECHNICAL BID DOCUMENT)

TENDER APPLICATION FORM – PART- I

Tender No. 01/2024-25

Date : 21-02-2024

| Tender for (N | ame of Work) |
|---------------|--|
| | Felling of Trees from Forest and Non-Forest areas with extraction of Stumps, Conversion, |
| | Measurement, Recording, Loading, Carriage, Unloading & Stacking In Sale Depots in district |
| | Hisar. |
| | |
| From: | |
| | (Name in block letters) |
| | (Address in full) |
| То | |
| | The General Manager HFDC, Hisar. |
| Sir, | |
| | In response to the Tender Notice No. <u>01/2024-25</u> dated <u>21-02-2024</u> , I |

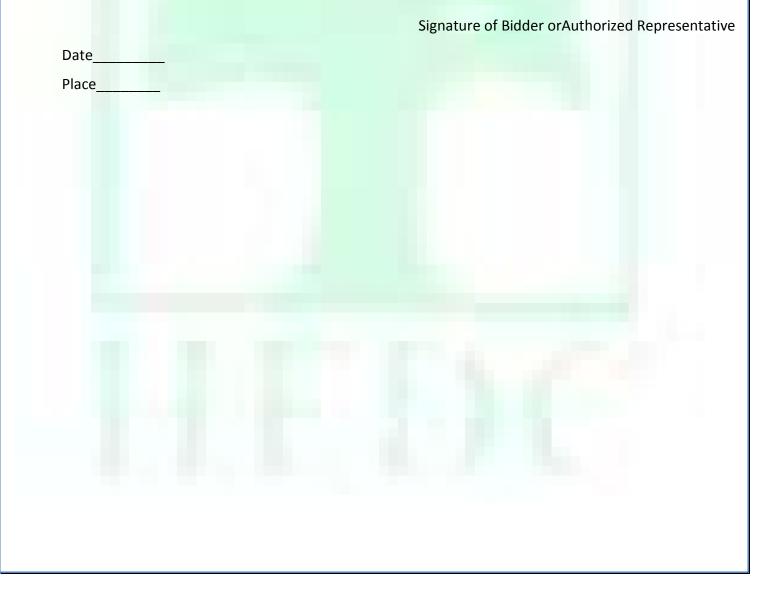
hereby declare that I am authorized representative of Firm/ Society/ Agency and I have read all the conditions carefully and having agreed to them fully and unconditionally, I submit the Financial Bid attached with this document. The details mentioned herein are true to my knowledge and the documents as listed below are attached herewith.

Documents to be submitted: -

- a) Signed copy of Tender Document along with the terms and conditions (each page duly signed and stamped).
- b) Proof of Online payment of Security Deposit / Tender Fee and E-Service Charges.
- c) Self-attested copy of PAN Card.
- d) Self-attested copy of Bank Account Details.
- e) Copy of the Registration Certificate issued by Haryana Forest Department.
- f) EPF and ESI registration number issued by Competent Authority.
- g) Affidavit to the effect that applicant is not blacklisted by any authority.

h) Detail of similar projects executed by the applicant during last three years:

| Sr. No. | Name of the Department / Organization | Brief narration of the type of work implemented | Contract Value (only net checked amount issued by Authority) | Financial year of the completion of the work | Supporting documents against the claim |
|------------|---|---|---|---|---|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |



| HARYANA FOREST DEVELOPMENT CORPORATION GENERAL MANAGER, HFDC, Hisar TENDER APPLICATION FORM (FINANICAL BID DOCUMENT) <u>TENDER APPLICATION FORM- PART-II</u> | | | | |
|---|---|----|--|--|
| Tender No. <u>01</u> | /2024-25 | | Date : <u>21-02-2024</u> | |
| Tender for (Name of Work) | | | | |
| Felling of Trees from Forest and Non-Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking In Sale Depots in district Hisar. From: | | | | |
| | (Name in block letters) | | | |
| То | (Address in full) | | | |
| Sir | The General Mana HFDC, Hisar. | er | | |
| | In reference to your Tender No <u>01/2024-25</u> Dated <u>21-02-2024</u> , I submit my financial bid as | | | |
| under. | | | | |
| Name of Forest/ Site | Amount payable by the Forest Department towards SOR (in %) | | hich I am/ we are willing to work (Contractor's 6 and more than 10%, hence rate to be quoted 110%) In Words | |
| Hisar District | 100 | | | |

Note:

- 1. HFDC Schedule of Rates (SOR) are based on prevailing Minimum Wage Rate(Profit rate quoted by the bidder beingless than 2% will be summarily rejected).
- 2. All statutory obligations under Minimum Wages Act, Contract Labour (R&A) Act 1970, Service Tax, Service Charges, etc. as applicable shall be followed by the Contractor. Any report of deviation from the technical instructions or conditions of work order may lead to termination of contract.
- 3. Whenever the minimum wage rate increases, the HFDC will pay the corresponding premium on the SOR.
- 4. In addition, the reimbursement of ESI and EPF actually paid by the Contractor shall be made by the HFDC for which claim has to be made by the Contractor.

11

Undertaking

Having read the Standing Order of HFDC regarding tender guidelines for execution of works in HFDC through item rate contract system, all stipulationscontained in the DNIT, all statutory obligations under Minimum Wages Act, Contract Labour (R&A) Act 1970, applicable Statutory Taxes & Charges, etc. and the terms and conditions including the Schedule of Rates of Works prevalent in HFDC carefully, and having agreed to them fully and unconditionally, my financial bid is submitted as above.

| Dated. Place:- | | nature of the Bidder | |
|-------------------|--|----------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |

TERMS AND CONDITION OF TENDER

- 1. For participation in e-tender the bidders shall have a digital signature and they need to register as a tenderer with Haryana Government e-procurement site.
- Participation in the online bid shall amount to bidder's acceptance of the terms and conditions of the tender. The right to participate in the tender is restricted to registered Contractors of HFDC. Tenders submitted by ineligible tenderers will not be considered and the same will be summarily rejected.
- 3. The tenderer/ bidders are expected to examine all instructions, forms, departmental technical notes, terms & conditions and general guidelines in the tender document before participation in the tender.
- 4. In case the tenderer/bidder has any doubt about the meaning of anything contained in the tender document, he may seek clarification on any working day during office hours from the office of the concerned General Manager/ Manager, HFDC.
- 5. The tenderer shall arrange the material, tool, implements, machinery, equipment, stores etc. required for successful completion of works at his own cost as this cost is inbuilt in the SOR. The use and payment of/for the material arranged by the Contractor shall be made only after quality and quantity certification of the material by the Manager. In case of any specific requirement which does not figure in the SOR, its rate shall be decided by the tender evaluation committee on basis of discreet market survey.
- 6. Information regarding the sites, nature of work, technical specifications, terrain, locality, approximate quantity, amount etc. can be collected from the office of the General Manager during office hours on all working days. The concerned Manager may be contacted for any assistance for site inspection/ field visits. Any plea of ignoranceregarding existence of any condition of agreement or any complaint regarding the conditions in the tender will not be entertained. At all times during the contract period, the Manager and the work incharge Asstt / Deputy Manager will be the immediate technical and administrative supervisors of the work. The bill raised by the Contractor on completion of the work order has to be certified and verified by the above said officials of HFDC as per the provisions contained in procedures of HFDC and as per the prescribed proforma [Form-XI]. The details of statutory payments are to be submitted by the contractor with the bill.

- 7. Before submitting the tender, the tenderer is advised to visit the area of work to study all the field conditions and nature of work and quote his rate with full knowledge of working conditions. No enhancement in rate due to any reason will be entertained on any ground at the time of execution of work.
- 8. The tenders shall be submitted only on the online web portal and all corrections/ over writings therein shall be signed by the tenderer himself. The tender form shall be filled up completely and all pages of it shall bear signature of the bidder.
- 9. The tenders shall be submitted in two parts, i.e., Part-I (Technical Bid) and Part-II (Financial Bid) on the concerned online web portal.
- 10. The Tender Opening & Evaluation Committee will open the bids in the presence of the Tenderers/ Bidders or their representatives who wish to attend at the determined place and time. The qualification for the technical bid shall be based on the online receipt of all the documents required on or before the closing date and time of the bidding. Financial Bids/Price Bids of only the technically qualified bidders will be opened for evaluation.
- 11. Canvassing or negotiation, direct or indirect, would render the tender liable for exclusion from consideration.
- 12. The Tender issuing authority is not bound to accept the lowest rate/cost or any bid and may at any time by notice in writing to the bidder(s), terminate the tendering process. The lowest tender will ordinarily be accepted, but the authority competent to accept the tender reserves to himself the power of accepting or rejecting any tender by passing a speaking order.
- 13. In case the Contractor defaults or withdraws from discharge of the work order before its completion, no payment even for the partly executed work shall be made. Further his Security Deposit and Earnest Money Deposit shall also be forfeited.
- 14. The tenders submitted by tenderers shall remain valid for acceptance up-to three months, from the date of opening of the tender. However, this period can be extended with the consent of both parties. During the said period or the extended date as the case may be, the tenderer shall not be entitled to revoke or cancel his tender.
- 15. Security Deposit and Earnest Money Deposit
 - (i) Security amount of Rs. 20,000 shall be payable at the time of making application for tender/filling of tender.
 - (ii) An Earnest Money Deposit to the extent of 1% of the value of the work assessed for the Work Order shall be payable within 5 days of issuance of the work order and before commencing of the work.

- 16. The security deposit of unsuccessful bidders will be refunded without any interest within one month after decision of the tender. The Security Deposit of the successful bidder shall be refunded on completion of the tender and the EMD will be refunded on completion of the work orderand on producing the Non-Liability Certificate from the concerned Manager, HFDC.
- 17. The tenderer whose tender is accepted will be informed regarding acceptance of his tender by registered poston his address mentioned in the tender. The successful tenderer shall execute an agreement in the prescribed form on a proper non-judicial stamp paper (worthRs.100.00) within seven days of the receipt of the confirmation of his tender failing which, the acceptance of his tender shall be considered as withdrawn and his Security Deposit shall stand forfeited. A further period of upto 7 days for agreement shall be permitted by the General Manager for signing the agreement if there is sufficient justification leading to the delay.
- 18. No advances shall be given to the contractor under any circumstances.
- 19. The tender issuing authority may terminate the work order if it is found that the Contractor has been blacklisted by any of the Government Departments/Institutions/Local Bodies/ Municipalities/ Public Sector Undertakings etc.
- 20. All statutory obligations under Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, 1970, Service Tax/GST, Service Charges etc. shall be compiled with by the Contractor. The Contractor shall be fully responsible for making all statutory payments including service tax, ESI, EPF, labourer cess etc. Any report of violation of any stipulated condition may lead to termination of contract.
- 21. The HFDC shall not be liable for payment of any compensation to any workman of the contractor or any other person on account of any loss of life or property in the process of execution of the work order given to the contractor for any reason. The responsibility in this regard will be entirely of the contractor.
- 22. The General Manager shall issue a serially numbered Measurement Book to the Manager in Form- X. The Manager/ Dy. Manager shall prepare the MB and the Dy. Manager, Manager and the General Manager shall put their signatures and certify that they have checked the work to extent of 100%, 25% and 5% respectively. Measurement Book will be presented before the General Manager at the time of sanction of the bills.
- 23. The Contractor shall submit the bills in Form XI against the completed work to concerned Manager, HFDC within the first week of every month. The concerned Manager and the work incharge Asstt./ Deputy Manager will verify the work within next 5 days and submit the bill to General Manager. The General Manager will make the payment to Contractor normally within 7 days of sanction of the bill. In case, any liability arises due to late submission of bills of completed works by the Contractor, the concerned Contractor will be responsible for the same. In case the Contractor is habitual of submission of late bills, then it may be considered as a ground for blacklisting him.

- 24. Payment as per the prevailing wage rate will be done by the Contractor in accordance with government rules and statutory laws. As the departmental SOR are based on minimum wages, whenever the minimum wage rate increases, the HFDC will pay the corresponding premium on the SOR.
- 25. The successful bidder shall not construct any permanent structure at the site of work and shall have no right on the land or asset of the Government. Any complaint of less wage payment/delay in payment of wages may also lead to imposition of penalty including forfeiture of security amount and EMD. Any default in this regard will make the contractor liable to be blacklisted.
- 26. The successful bidder while execution of work should ensure adequate protection of existing plantations well as other Govt. infrastructure, if any, existing at the site of work.
- 27. In case of disputes the matter shall be referred for sole arbitration to the Chief General Manager (having jurisdiction of the area of work) who shall be the arbitrator to the dispute. In process of arbitration the concerned General Manager, HFDC will be one of the parties to the dispute referred for arbitration and the contractor or his authorized representative will be the other party. The process of arbitration will be decided by arbitrator and will not be questioned by either party. The decision of arbitration shall be final and binding on both parties.
- All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the Court at ______.
- 29. The intending Contractors should have experience of three year in similar work with Government organizations/Public Sector undertakings. He shall produce relevant documents supporting his experience in logging and allied activities issued by the competent authority where he/she has worked. In case of Forest Department Haryana/HFDC the Divisional Forest Officer/General Manager as the case may be, shall be competent authority to issue experience certificate.

Date:

Place:

| Signature of Contractor or Authorized |
|---------------------------------------|
| representative of Agency |
| |
| |
| |
| Mobile |
| Address |

| 17 |
|--|
| FORM-IX |
| HARYANA FOREST DEVELOPMENT CORPORATION |
| STANDARD AGREEMENT FORM |
| (TO BE EXECUTED ON A NON -JUDICIAL STAMP PAPER OF RS.100/-) |
| |
| AGREEMENT made thisday of20Between Shri/Ms |
| ofof |
| referred to as the "Contractor", which term shall unless the context indicates otherwise, include, besides the |
| said Contractor his heirs, executors, administrators, legal representatives and assigns) of the one part and the |
| Governor of Haryana (hereinafter called the "Government") of the other part. |
| WHEREAS tenders were invited by the vide Reference No. |
| issued by the General Manager for the forestry work |
| in the of |
| WHEREAS the Contractor has in his tender dated addressed to the General |
| Manager Division, submitted his tender for thework |
| given in the land mentioned in the schedule hereto attached for a period ending onand |
| has undertaken to carry out all works according to the specifications contained in the conditions hereinafter |
| appearing, at his own cost. |
| WHEREAS the said tender of the Contractor has been accepted by the Manager/ tender committee |
| |
| WHEREAS the Contractor has deposited Rsas EMD for the due fulfillment |
| by him of the terms, covenants, conditions and provisions hereinafter contained and same will be converted |
| into Security Deposit. |
| WHERE AS it is understood by and between the parties that the terms and conditions set out in the |
| tender notice and the conditions of contract together with all schedules, drawings, sketches, rules appended |
| here to form part of this agreement. |
| NOW THESE WITNESS that for carrying out the said agreement into execution the Contractor for |
| himself, his heirs, executors, administrators, legal representatives and assigns and the General |
| Manager Division acting for and on behalf of the Governor of Haryana and his successors |
| and assigns do here by mutually contract with the other and others of them as follows:- |
| |
| Contractor General Manager |
| Witness |