# Haryana Forest Development Corporation (A government of Haryana undertaking)



# **E-Tender Document**

TENDER NO. : GM/HFDC/YNR/17/2024-25

**TENDER ID: 2024\_HBC\_403061\_1** 

FOR

Purchase of Sawn Timber for furniture under HFDC Yamunanagar or premises provided by HFDC Yamunanagar.

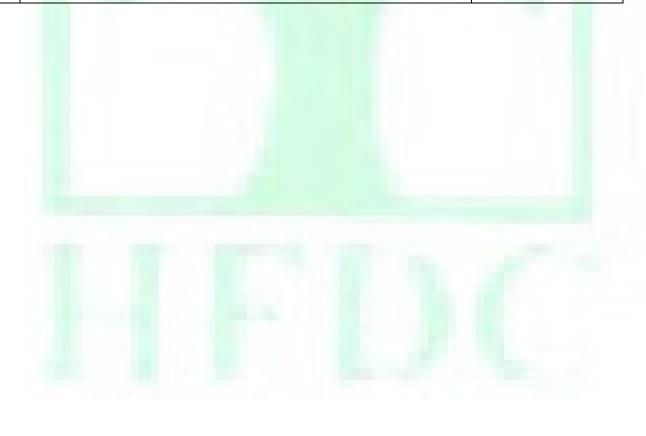
Office: General Manager Haryana Forest Development Corporation Forest Complex, Yamunanagar(Haryana)

**Telephone 01732-237824** 

<u>E-mail:gmhfdcynr12@gmail.com</u> Website: <u>www.hfdc.gov.in</u>

# Index

S. No.	Description	Page No.
1.	Detailed Notice Inviting Tender (DNIT)& Key dates	3
2.	Instructions to Bidder on Electronic Tendering System	4-5
3.	Terms & Conditions	6
4.	Tender Application Form-1 (TECHNICAL BID DOCUMENT)	7
5.	Tender Application Form-II (FINANICAL BID DOCUMENT)	8
6.	Undertaking	9
7.	Terms & Conditions of Tender	10-11
8.	Special Terms & Conditions of Tender	12
9.	Standard Agreement Form	13
10	List of Material	14



# **DETAILEDNOTICE INVITING TENDER (DNIT)**

## **TENDER NO 17 DATED 10-10-2024**

## GENERAL MANAGER, HARYANA FOREST DEVELOPMENT CORPORATION, YAMUNANAGAR

Online bids, under the two-bid system are hereby invited bid system are hereby invited the eligible Registered bidders/Contractors/agencies/ Societies. The interested bidders may submit their bids at website <u>http://etenders.hry.nic.in.</u>The work is to be done on the 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 implies 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 HFDC, Saw Mill Jagadhri or its premise Distt Yamunanagar. 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:-

Name of Works	Sites in Haryana		Earnest Money of the approximate amount	Cost of documents (in Rs.)	Period
Purchase of Sawn Timber for furniture under HFDC Yamunanagar or premises provided by HFDC Yamunanagar.	All Haryana	2500000	20000/-	Doc. Fee. = 1000/- + GST 180 service fee= 1000/- + GST 180	31-3-2025

2-Key Dates:

a) Time / date of online publication
b) Downloading of tender document from time
c) Pre- Bid Meeting, if required
d) Last Date for submission of bids is upto
e) Technical bid opening at
f) Financial / price bid opening at
11-10-2024
Not required
11.00 Hrs on 21-10-2024
14.00 Hrs on dated 21-10-2024onwards
14.00 Hrs on dated 21-10-2024onwards

g) Bidding Documents can be downloaded online from the Portal http://etenders.hry.nic.inby the

Contractor/agency registered on the Portal by paying document fee and e-service charge.

## Officer inviting Bids GENERAL MANAGER, HFDC,YAMUNANAGAR

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

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

# 1. <u>Registration of bidders on e-Procurement Portal:-</u>

All the bidders intending to participate in the tenders process online are required to get registered on the Single e - Procurement Portal i.e. **https://etenders.hry.nic.in**. Please visit the website for more details.

### 2. <u>Obtaining a Digital Certificate:</u>

- **2.1** The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- **2.2** A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager/Post Master/Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website https://etenders.hry.nic.in
- **2.3** The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Subcertifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

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

- **2.5** Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).
- **2.6** In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney/lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- **2.7** In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm/company. The procedure for application of a digital certificate however will remain the same for the new user.
- **2.8** The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

## <u>**3Pre-requisites for online bidding:**</u>

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from Single e-Procurement Help-Desk or downloaded from the home page of the website - **<u>https://etenders.hry.nic.in</u>** The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

## 4<u>Online Viewing of Detailed Notice Inviting Tenders:</u>

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <u>https://etenders.hry.nic.in</u>

#### 5 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal **<u>https://etenders.hry.nic.in</u>** 

## 6Key Dates:

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

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

### i) Online <u>Payment of Tender Document Fee + e-Service fee:</u>

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee shall be made by bidders/ Vendors online directly through Internet Banking Accounts and the Payment for EMD shall be made online through Internet Banking Accounts also.

#### ii) **<u>Preparation & Submission Of Online Applications/Bids</u>:</u>**

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

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

# FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under prescribed template/format.

# Important Note

- 1) The Applicants/Bidders have to complete 'Application / Bid Preparation & Submission' stage on scheduled time as refer above. If any bidder failed to complete his / her aforesaid stage in the stipulated online time schedule for this stage, his / her Application/bid status will be considered as 'Applications / bids not submitted'.
- 2) The Applicant/Bidder must confirm & check his/her bid status after completion of his/her all activities for ebidding.
- 3) The Applicant/Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.
- 4) The interested bidders shall have to pay mandatorily documents fee & e-service fee (Non refundable) of Rs. 2180/- (Rupee Two Thousand One Hundred Eighty Only) through online.
- 5) The bidders already registered at the portal <u>http://etenders.hry.nic.in</u> need to re-create password after login with the default password sent to their respective online registered e-mail address <u>eproc.nichry@yahoo.com and support-eproc@nic.in</u>, And in this regard for any queries please contact at helpdesk number (Monday to Friday from 09:00am.to5:00 pm) 0172-2700275. The bidders can and also contact to helpdesk team of Delhi (24 x 7) 0120-4001002, 0120-4200462, 0120-4001005, 0120-6277787
- 6) Bidder must confirm & check his/her bid status after completion of his/her all activities for e-bidding.
- 7) The Bidders can download the bidding documents from the Portal <u>http://etenders.hrv.nic.in</u>. The tender document fee and Bid Security amount has to be deposited online directly through internet banking accounts during the Bid Preparation.
- 8) The contractor/agency shall have to submit a bank guarantee equivalent to 5% of quoted amount in the favour of "General Manager, Haryana Forest Development Corporation, Yamunanagar" within 21 days after issuing the acceptance letter.
- 9) The statuary deductions such as GST, Income Tax with surcharge and other taxes as per Govt. instruction shall be deducted accordingly.
- 10) The bids shall be submitted online in two separate envelopes: Envelope 1: Technical Bid

The bidders shall upload the required eligibility & technical documents online in the Technical Bid. Envelope 2: Commercial Bid

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

#### GENERAL MANAGER HFDC, YAMUNANAGAR

#### TERMS AND CONDITIONS

- 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 or till the time of supply of furniture orders received from various Department / Agencies.
- 4. The tender issuing authority reserves the right to accept or reject any or all the bids received without assigning any reasons thereof.
- 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, Yamunanagar 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 Jagadhri-Yamunanagar

-sd-

General Manager, HFDC,Yamunanagar

		TEN	GENERAL IDER APPLICATIO	ST DEVELOPMENT MANAGER,YAMUN ON FORM (TECHNIC PPLICATION FORM	NANAGAR CAL BID DOCUM			
Tender 1	No	Date						
	Ten	der fo	r (Name of Work)					
From:			hla alv lattana)					
	(Ad	dress	in full)					
То								
			eral Manager					
Sir,	HFI	JC, 1	amunanagar					
all the attache below	e condition ed with this are attache a) Sig sta b) Pro c) Sel d) Sel e) Sel f) Co g) Sel h) Af i) De	s care s docu ed her <u>ments</u> and c mped oof of f-atte f-atte f-atte f-atte fidavi tail of	efully and having againent. The details me ewith. s to be submitted: - copy of Tender Docur ). Online payment of E sted copy of PAN Ca sted copy of GST No sted copy of work ex the Registration Cert sted copy of Bank Ac t to the effect that app f similar projects exec	reed to them fully and entioned herein are true ment along with the terr CMD / Tender Fee and E rd. perience certificate ificate issued by H.F.D. count Details. plicant is not blacklisted cuted by the applicant d	unconditionally, I to my knowledge a ns and conditions ( E-Service Charges. C. Yamunanagar l by any authority. uring last three year			
Sr. No.	Name of		Brief narration of the type of work	Contract Value (only net checked amount	Financial year of the completion	Supporting documents		
110.	Departm Organiza		implemented	issued by Authority)	of the work	against the claim		
1.				• • •				
2.								
3.								
4.								
			Signature o	f Bidder or Authorized	Representative			

Date\_\_\_\_\_

Place\_\_\_\_\_

# HARYANA FOREST DEVELOPMENT CORPORATION GENERAL MANAGER, HFDC, YAMUNANAGAR TENDER APPLICATION FORM (FINANICAL BID DOCUMENT) <u>TENDER APPLICATION FORM- PART-II</u>

Tender No.

Dated:

Tender for (Name of Work)

From:

(Name in block letters)\_\_\_\_\_ ( Address in full)\_\_\_\_\_ To

The General Manager HFDC, Yamunanagar

Sir

In reference to your Tender No.GM/HFDC/YNR/17/2024-25 dated 10-10-2024 submit my financial bid

as under. :

Sr. No.	Spp.	Size	Rate
	A) Shisham SawnTimber	36" x 8" x 10"	
1	B) Shisham SawnTimber	48" x 8" x 10"	
	C) Shisham SawnTimber	60" x 7" x 8"	
	D) Shisham SawnTimber	72" x 10" x 9"	

Note:

Note :1. Rates are to be quoted including F.O.R. at Saw-Mill Forest Complex, Jagadhri .

2. The size of sawn timber can also be changed

2. Rates are to be quoted without GST.

Signature of Contactor/Agency/Firm/Society Or Authorized representative of Contactor/Agency/Firm/Society

Date\_\_\_\_\_ Place\_\_\_\_\_

# Undertaking

Having read the Standing Order of HFDC regarding tender guidelines for execution of works in HFDC through item rate contract system, all stipulations contained in the DNIT, 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.

Date Place Signature of the Bidder

Name\_\_\_\_\_

# **TERMS AND CONDITIONS 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 i.e. <u>http://etenders.hry.nic.in</u>.
- Participation in the online bid shall amount to bidder's acceptance of the terms and conditions of the tender. <u>The right to participate in the tender is restricted to registered Contractors of General Manager,</u> <u>HFDC, Yamunanagar</u>. 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 in-charge 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 on the documents attached 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. 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.
- 14. Earnest Money Deposit
- i. An initial amount of Rs. 20,000 shall be payable as Earnest Money Deposit at the time of making application for tender/filing of tender.

- ii. <u>An Earnest Money Deposit to the extent of 1% of the value of the work assessed for the Work Order shall</u> be payable within 5 days of issuance of the work order and before commencing of the work.
- 15. The initial amount of Rs. 20,000 received as Earnest Money Deposit from unsuccessful bidders will be refunded without any interest within one month after decision of the tender. The initial amount of EMD of Rs. 20,000 and the subsequent amount of EMD received as 1% of value of work order shall be retained as Security Deposit of the successful bidder. The initial amount of EMD of Rs. 20,000 shall be refunded on completion of the tender and the subsequent EMD of 1% of the value of the work order will be refunded on completion of the work order on producing the Non-Liability Certificate from the concerned Manager, HFDC.
- 16. The tenderer whose tender is accepted will be informed regarding acceptance of his tender by registered post on 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 Earnest Money 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.
- 17. No advances shall be given to the contractor under any circumstances.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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 InchargeAsstt / 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.
- 22. 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.
- 23. 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.
- 24. All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the Court at Jagadhri-Yamunanagar.

Signature of Contractor or Authorized representative of Agency

Date: Place:

Mobile _	
Address	

# **Special Terms and Conditions**

- 1. The rates given for the material supply should be inclusive of all leads & lifts etc. and exclusive of GST and F.O.R. at Saw Mill Forest Complex, Jagadhri
- 2. The successful bidder will submit Inspection Test Certificate and Guarantee Certificate of material to be supplied before issue of Invoice bill.
- 3. Rates submitted by successful bidder will be considered valid till 31-03-2025 or till the time of supply of furniture orders
- 4. Works and size of sawn timber can be increased or decreased depending upon the availability of workorder.
- 5. The Earnest Money and Security deposit of contractor / firm will be forfeited, if he fails to comply with any of the conditions of the contract and work shall be carried out at risk and cost of the contractor / firm.
- 6. If two or more bidders have bided at same rate then preference will be given on the basis of experience with this unit and tenderer of Yamunanagar District and previous year turnover.
- 7. Payment shall be made within 30 days after the delivery of goods with is received by Incharge Saw Mill Yamunanagar and their acceptance.
- 8. Payment shall only be done after certifying quality and quantity by the authorized HFDC officials.
- 9. No claim whatsoever of loss for non-supply of materials due to accident, theft or any other reason in prices will be entertained.
- 10. Notwithstanding the above, the GM HFDC Yamunanagar reserves the right to accept or reject any tender and to cancel the bidding process and reject all tenders at any time prior to the award of the contract.
- 11. Items have to be supplied after receiving Item order from G.M. HFDC. Item Supplied without G.M. HFDC, office order's will be not entertained and HFDC will be not responsible for said item's (without work order)
- 12. In case of identical quotation, the bidder with more then over and in case a Firm/Agency/Society the date of registration shall be taken into consideration and finally decision will be taken after negotiation.
- 13. Normally, for decision on the offered tender's at least three offers will be required. If the participation is less than three then re-tender will be done. However, in situations of urgency of work with due justification work may be awarded to the lowest bidder provided the rate per item sought in the bids are lowest.
- 14. The lowest tender will ordinarily be accepted. But the authority is competent to accept the tender, reserves to himself the power of accepting or rejecting any tender without assigning any reason thereof.
- 15. If the lowest bidder fails to sign agreement within stipulated period of time the offer will be given to second lowest bidder. The earnest money of L-1 will be forfeited.
- 16. The tender's submitted by tenderer's shall be valid for acceptance for a period of three months. However, this period can be extended with the consent of both parties.
- 17. In case contractor is unable to supply any item HFDC will purchase item from open market.
- 18. In no circumstance the successful bidder would be allowed to sublet the work's in part or whole of the assigned contract.
- 19. General Manager will have full rights to issue any clarification regarding the interpretation at any of the terms and conditions in the interest of better execution at work.
- 20. All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the court at Jagadhri (Yamunanagar).

Date:

Place:

Signature of the Contractor/Firm/Agency

or

Authorized Nominee of Contractor/Firm/Agency Mobile No. Address:

# HARYANA FOREST DEVELOPMENT CORPORATION STANDARD AGREEMENT FORM

FORM-IX

# (TO BE EXECUTED ON A NON -JUDICIAL STAMP PAPER OF RS.100/-)

AGREEMENT made this \_\_\_\_\_day of \_\_\_\_\_20\_\_\_ Between Shri/Ms. \_\_\_\_\_of \_\_\_\_\_ (hereinafter 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. \_\_\_\_\_ dated \_\_\_\_\_issued by the General Managerfor the forestry work \_\_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_.

WHEREAS the Contractor has in his tender dated \_\_\_\_\_\_ addressed to the General Manager\_\_\_\_\_ Division, submitted his tender for the \_\_\_\_\_work given in the land mentioned in the schedule hereto attached for a period ending on \_\_\_\_\_\_ and 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 General Manager/ tender committee \_\_\_\_\_\_\_ subject to the terms, covenants, conditions and provisions hereinafter appearing.

WHEREAS the Contractor has deposited Rs. \_\_\_\_\_as 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 Witness General Manager HFDC, Yamunanagar