

# Haryana Forest Development Corporation

(A government of Haryana undertaking)



## E-Tender Document

TENDER NO. : GM/HFDC/KKR/17/2024-25  
TENDER ID:- 2025\_HBC\_427605\_1

### FOR

Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots, Watch & Ward/ Fire/ Flood protection including maintenance of depot & paths) in Sale Depots of District Kurukshetra.

## Haryana Forest Development Corporation

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# Haryana Forest Development Corporation, Kurukshetra

General Manager, Kurukshetra Tel. 01744-230364

Press Note

Inviting Tender

**E-Tender No. GM/HFDC/KKR/17/2024-25**

**TENDER ID:- 2025\_HBC\_427605\_1**

General Manager, Haryana Forest Development Corporation, Kurukshetra, On behalf of Governor of Haryana invites e-tender under the online Two Bid System from the eligible bidders/contractors/ agencies/firms/ Societies through website <https://etenders.hry.nic.in> for the work mention in the table given below in District Kurukshetra:

Name of Works	Approx. value of work (in Rs.)	Approx. Amount of Earnest Money	Cost of documents (in Rs.)	Period of Contract	Start Date & Time of Bid	Expiry Date & Time of Bid & EMD Submission and opening date
Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots, Watch & Ward/ Fire/ Flood protection including maintenance of depot & paths) in Sale Depots of District Kurukshetra.	80.00 Lakh	20000/-	Doc. Fee. = 1180 .00 E-service fee = 1180.00 (Incl. GST)	UPTO 31.03.2025	13.02.2025 06:00 PM	13.02.2025 10:00 AM and opening time 13.02.2025 11:00 AM onwards

The tender document + e-service charges of Rs. 2360/- (Rs. 1180/- cost of tender document + Rs. 1180/- e-service charges) and the initial amount of EMD of Rs. 20,000 to be paid online through e-procurement portal <https://etenders.hry.nic.in> and the subsequent amount of EMD received as 1% Rs. 80000/- of value of work order shall be retained as Security Deposit of the successful bidder. The tender documents are available on the website <https://etenders.hry.nic.in> and [www.hfdc.gov.in](http://www.hfdc.gov.in) from **03.02.2025**. An earnest money deposit to be 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. **The Last date for submission of e-Tender is 13.02.2025 (till 10:00 AM). The technical and financial bids will be opened on 13.02.2025 (11:00 AM onwards).** If the tenders are 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.

On behalf of Governor of Haryana

Sd/-  
General Manager  
H.F.D.C. Kurukshetra

## LIST OF IMPORTANT DATES

1. **Name of Work:** Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots) in Sale Depots of District Kurukshetra.

Sr. No.	District	Name of the Work	Period	Approximate Amount.
1	Kurukshetra	Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots, Watch & Ward/ Fire/ Flood protection including maintenance of depot & paths) in Sale Depots of District Kurukshetra.	UPTO 31.03.2025	80.00 Lakh

**Date of Issue of Notice Inviting Bid :**

**Dated 03/02/2025**

**Period of availability of Bidding Documents on website :  
at <https://etenders.hry.nic.in>**

**03/02/2025 to 13/02/2025**

**Time, Date and Place of Pre-bid Meeting:**

**Not required,**

**Deadline for receiving of Bids online including scanned copy of bid security and cost of bid document:**

**Dated 13/02/2025 upto 10:00Hours**

**Opening of Bids: The Bids will be opened online by the authorized officer at the appointed time**

**Time and Date for opening of Part-I of the Bid (The Technical Qualification Part)**

**Dated 13/02/2025 on 11:00 Hrs.  
onward**

**Time and Date of opening of Part-II of the Bid (Financial Part) of the Bidders who Qualify in Part I of the Bid**

**Dated 13/02/2025**

**Officer inviting Bids**

**Sd/-  
GENERAL MANAGER,  
HFDC,KURUKSHETRA**

## Scope of works

The online bids under Two Bid System from the eligible bidders/agencies/contractors are hereby invited for **Kurukshetra District** through website <https://etenders.hry.nic.in> to carry out felling/logging/loading/unloading and carriage works for Haryana Forest Development Corporation Limited in **District.Kurukshetra** under the jurisdiction of General Manager, Kurukshetra and in other adjoining states. The bidders should submit their offers only for the contractor's profit (Service Charge) in terms of the percentages of the amount payable for the work done on the basis of schedule of rates (HFDC, SORs). The tentative details of description of work, approximate quantity, amount and time schedule for completing the work is given as under:-

Description of Work	Approximate Quantity/ Standing Volume	Approximate Amount in Rs.	Period of Contract
Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots, Watch & Ward/ Fire/ Flood protection including maintenance of depot & paths) in Sale Depots of District Kurukshetra.	5000.00 cubic meter (Approx. * Quantum of volume may increase/decrease)	80.00 Lakh	<b>UPTO 31.03.2025</b>

**N.B.:-** The above works can be increased or decreased depending upon the availability of work/markings lists of trees.

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

**Important Note:**

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

The bids shall be submitted online in two separate envelopes:

**Envelope 1: Technical Bid**

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

**Envelope 2: Commercial Bid**

The bidders shall submit mandatorily online under prescribed template/format.

## 1. PROCEDURE AND GUIDELINES FOR TENDER PROCESS

### 8.1 Work area for tender:

#### (a) Logging Works

The Haryana Forest Development Corporation is now doing logging works in entire State. The piece rate contract means the percent rate of service charge (contractors profit) on the items listed in the Schedule of Rate (SOR). Since the SoR is based on minimum wages, the expenditure on the items of executed work is of Statutory Nature under the Minimum Wages Act and is mandatorily payable by the HFDC. Similarly, other statutory charges like EPF/ ESI and taxes as may be payable are to be paid by HFDC. Thus, the Tender to be floated is to call offers of Service Charge (contractors' profit). The capability of any contractor to execute and supervise works will depend on the extent of geographical area where the work is to be carried out. Efficient working is all the more necessary because the work involve felling, conversion and transportation of valuable timber to sale depots and lax supervision will expose working to pilferage. Therefore, the maximum area for which a contractor can be allotted work need to have a ceiling.

The area of a Territorial Forest Range is almost coterminous with boundary of a revenue sub-Division and the geographical extent of this area is substantial. Therefore, for efficient execution of work a contractor will be awarded tender only for an area of two adjoining Territorial Forest Ranges or a maximum of one territorial division whichever is smaller.

*Note: The rate contract tender process will be for selection of contractors for executing works over an area during a financial year. The selected contractors will be awarded works in the area mentioned in the tender during course of year on terms and condition detailed in the NIT. The works will be awarded in accordance with the marking lists received from the Forest Department or any other work order received by the HFDC.*

### 8.2 Preparation of Estimates:

The total estimated cost of the tender shall be arrived at by –

- (i) Computing the estimated volume to be felled from working plan of the area for which tender is to be floated.
- (ii) Multiply the estimated volume at (i) by average rates per cubic meter of felling of previous year.

**The value arrived at (ii) will be the estimated cost of tender.**

**Note:** *The estimates of statutory charges like EPF/ ESI etc., taxes and contractor profit are intrinsic in the average rates of felling per cum.*

### **8.3 Tender Opening and Evaluation Committee:**

It will consist of the following officers/ officials: -

- |                                     |                  |
|-------------------------------------|------------------|
| i. General Manager                  | Chairperson      |
| ii. An official of the office of GM | Member           |
| iii. Manager                        | Member Secretary |

**Note:** *Tender Evaluation Committee shall be responsible for examining all the documents related to tender and ensuring compliance of all tendering procedures. The evaluation report of the tender will be placed before the competent tender sanctioning authority for decision.*

### **8.4 Notice Inviting Tender:**

The detailed Notice Inviting Tender (DNIT) shall be floated on e-tender portal of Government and notice to this effect (NIT) shall be published in newspapers by the concerned General Manager. Minimum ten days' time will be given for offer of bids.

### **8.5 Preparation of Tender Document:**

The detailed notice inviting tenders (DNIT) shall incorporate the following:

- i. Nature of work.
- ii. Approximate value of work.
- iii. Detail of the website for online submission of bids
- iv. Date, time and place of pre-bid meeting (if any).
- v. Last date and time for submission of bids.
- vi. Date and time of opening of tenders.
- vii. Time period for which tender will be valid (31<sup>st</sup> March of year 2025).
- viii. Details of Security Deposit and its mode of submission.
- ix. The general conditions of contract (GCC).
- x. Special conditions of contract, if any.
- xi. Detailed technical specifications, if any.
- xii. Drawings, if any, with the list.
- xiii. Copy of the Departmental SOR
- xiv. Any other relevant information required
- xv. The tender document should also specify the right of the Department to reject any tender or accept any tender in full or in part by passing a well-reasoned order in writing.

### **8.6 Tender Document (Bid Document).**

#### **A. PART - I TENDER (Technical bid/ eligibility criteria)**

The tenderer should furnish the following documents signed on all pages with seal along with the details and certificates required therein.

- a) Detailed tender conditions of the work duly accepted.
- b) Any other stipulation that may be prescribed in the NIT.

**B. PART - II TENDER (Financial Bid)**

Price bid are to be submitted online only in prescribed format.

**8.7 Pre-bid Meeting:**

It may be held with the registered Contractors to explain the scope, terms and conditions of tender. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a prospective bidder.

**8.8 Bid Validity Period:**

Bid Validity Period for all tenders will be up to the 31<sup>st</sup> of March of the relevant financial year.

**8.9 Security Deposit and Earnest Money Deposit**

- (a) An initial amount of Rs. 20,000 shall be deposited as earnest money at the time of making application for tender/filling of tender.
- (b) 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.

*Note: The initial amount of Rs. 20000/- received as Earnest Money Deposit from unsuccessful bidders will be refund without any interest within one month of decision of the tender. The initial amount of EMD of Rs. 20000/- 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. 20000/- shall be refunded on completion of the tender and the subsequent EMD 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.*

**9 CONDITIONS OF AGREEMENT**

- i. The successful bidder hereinafter, referred to as the “Contractor” shall enter into an agreement with the General Manager as per form [Form-IX] and thereafter, execute works as per the Work Order [Form-XII] to be issued by the concerned Manager in-charge of work, from time to time during the period of agreement.
- ii. All the items of work given in the schedule of rates may not come into operation in any given work and billing will be made only in respect of the items actually done and entered in the MB.

- iii. The General Manager shall be competent to cancel/reduce the quantity of work mentioned in the work order if for any reason the allotted work is not to be undertaken and his decision will be binding on the Contractor.
- iv. The tenderers are particularly required to inspect the field and working conditions before submitting tender offer. Concerned Managers may be contacted for any assistance for field inspections.
- v. The period of contract shall be as per the tender schedule. The HFDC may also fore-close the contract in case the area/ work is withdrawn / discontinued for any reason of public interest. In such cases or any other similarly placed situations where HFDC is not able to continue with the works to be executed due to reasons beyond its control, the HFDC will not be liable to pay any compensation.
- vi. The Contractor, his employees/workmen shall carry out all instructions given by the General Manager or any other Officer in charge of the work.
- vii. The Contractor shall not sublet the work to any other agent or agents under any circumstances.
- viii. The Contractor, his authorized agents and other employees / workman engaged by him shall be bound to render such assistance as may be required of them, by any Officer of and above the rank of Assistant Manager or any Forest Officer, in carrying out any work related to execution and protection of forest produce or forest area.
- ix. The Contractor may execute works through mechanized means only if it increases the quality and quantity of work output and without causing any damage to forest produce, forests and wildlife of the area.
- x. The Contractor shall be fully responsible for the acts of omissions and a commission of the labourers engaged by him in connection with the execution of the work. The HFDC will not undertake any responsibility of any illegal acts/accidents caused by or to the laborers / machinery engaged by the Contractor.
- xi. The works shall be done only as per the supervision and instructions of officers/officials of HFDC.

In case the work is abandoned mid-way by the contractor without any valid reason, his contractors' profit, security deposit and EMD will be forfeited. The GM will make necessary arrangements for completion of Balance work as well as making payments for completed work. The payments of the work already executed will be made to labourers through Asstt. Manager or deputy manager as per the work details entered in MB. For completion of Balance work first preference shall be given to L-2 if he agrees to complete the work at the same contractor's profit at which contract was allotted to L-1.



- xii. Ordinarily, no extension of the period mentioned in the work order shall be granted. However, in case the delay in work is due to circumstances beyond the control of the Contractor, extension of time may be granted by the General Manager upto one month and beyond this extended period, further extension will be permissible only with prior approval of the CGM.
- xiii. On the expiry of the period of the contract, all rights of the Contractor shall cease absolutely.
- xiv. The General Manager may add such other special conditions as would be deemed necessary, considering the nature and circumstances of the work.
- xv. 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.
- xvi. The Contractor should have no relationship to any government servant who is in charge of the work or who has any direct control over the work. Relationship in this case will mean father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law and first cousin of the officer concerned.
- xvii. On acceptance of tender, the Contractor shall remain available at site of work to receive the instructions of the officials/ officers of HFDC and to ensure prompt compliance thereof.
- xviii. Contractor should employ or engage his own workmen and should strictly abide by all requirements under the labour laws in force from time to time, including the payment of Wages Act, the minimum Wages Act, Industrial Disputes Act, Employees' Provident Fund Act, Workmen's Compensation Act, the Contract Labour (Regulation and Abolition) Act etc. Contractor should comply with the provisions of Employees State Insurance Act and Employees Provident Fund and Miscellaneous Provisions Act.
- xix. Compliance of Technical Instructions.  
All works will be executed by the contractor as per instructions and technical specifications given in the technical notes of Forest Department and relevant to the work order issued to the contractor. The contractor and his labour shall follow the prescriptions detailed in safety manual of HFDC.

## **10. General Guidelines.**

- (i) The process of floating of tenders to select contractors for any financial year must begin in the month of February of the previous financial year and it is to be completed by 15<sup>th</sup> March so that works can be allotted to the contractors w.e.f 1<sup>st</sup> April of the financial year for which the tender is floated.

- (ii) The Work Orders to the successful contactor will be given by the concerned Manager, HFDC on receipt of felling list/ any other work order.
- (iii) If for any reason, the tender process for the year get delayed then, the GM will be competent to extend the validity of current tender for a maximum of three months at the same rates and conditions. No further extension will be permissible.
- (iv) Not all activities prescribed in a SOR are needed for any work. Therefore, at the time of billing of the work, the contactors' profit on the basis of rates offered in his bid by the successful bidder is payable only for the activities actually executed in completion of work and recorded in the measurement book(MB). 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.
- (v) In case the volume of work estimated in the NIT exceeds then the GM and CGM will be competent to authorize managers to issue work orders up to 5% and 10% respectively, in excess of the volume of work given in the DNIT. In case the work exceeds beyond 10%, then fresh tender will be invited.
- (vi) All the members of Tender Evaluation Committee will be the quorum for evaluation of bids. In case of non-availability of any member, the CGM will be competent to substitute an official / officer of parallel rank serving within his area of jurisdiction.
- (vii) Normally, a tender will be decided only if at least three valid bids are received. In case the offers are less than three, re-tendering will be done. On re-tendering, decision will be taken only if minimum two valid offers are received otherwise the offers will be called again. On third instance, if only single valid offer is received then, decision to award tender may be taken.  
*Note: In event of any emergency (to be recorded in writing) such as removal of wind/ storm fallen trees etc, decision on the tender may be taken on valid bids irrespective of number of offers received at any stage of the tendering process.*
- (viii) In their offers, the bidders are required to quote the percentage of SOR (Schedule of Rates) at which they are willing to undertake the works. Example:- if the bidder is willing to work at 2% of the rates specified in the SOR then, he has to write 102% in the relevant column of the financial bid document. Similarly, if he wish to work at service charge (contractors profit) at 3%, his quote will be 103% and so on.

*Note: The bid offers below 102% will be treated as non-responsive and declared invalid.*

- (ix) The financial bids are to be opened online in presence of the bidders or their representatives who wish to attend the proceedings as per the schedule specified in the tender document. The comparative statement (CST) for deciding the successful bidder will be arrived at on the basis of valid offered quoted percentage. The tender will be awarded to lowest bidder (L-I). In the

event of identical bids, the following procedure will be adopted by the tender evaluation committee-

- (a) If in any tender there happen to be two or more identical bidders then, if any such contractor, who may have already become successful in any other tender of HFDC which makes an area of more than two territorial ranges or one territorial division, the bid of such a contractor will be treated as non-responsive and ignored.
- (b) In case the decision could not be arrived at as per (a) above, in that case, the total number of earlier tenders successfully completed by tenderer in HFDC will be taken into consideration and one having completed more number of tenders will be given preference. In case the decision can't be arrived at then also, in that situation the date of registration of the contractor in HFDC will be taken into consideration and the one registered at an earlier date will be preferred. In event, if it so happens that the date of registration of competing bidders happens to be same then, decision will be taken by draw of lots to be done by the GM in the presence of bidders or their representatives and a representative to be nominated by the CGM. In case the bidder fails to attend or nominate his representative, then also the draw of lot will be done. However, in such a situation, it will be recorded that the said contractor was duly informed regarding date, time and place of draw of lot and invitation to participate was given to him.
- (ix) The Schedule of Rates (SOR) as applicable in HFDC are based on prevailing wage rate and are therefore, payable by statute. Therefore, the maximum and minimum percentage permissible is 110% and 102% respectively.
- (x) The applicable SOR of HFDC and Technical note of Forest Department will be attached with the tender document to facilitate the bidders. There are many items in the SOR and it is possible that the agency may be willing to work at different percentage for different items but for this tender purpose quoting item-wise percentage is not permissible. The agency is required to assess the work composition and indicate only one percentage figure which will be applied to all items listed in the SOR.
- (xi) In case the L-1 (lowest bidder) fails to sign agreement within stipulated period of time, the EMD of L-1 will be forfeited and process for fresh tender will be initiated.
- (xii) In the event of natural calamities like winds / storms / floods, time bound exigencies etc. where available time is a constraint for following normal procedure and the specified time limits of tendering process; in such cases the works may be awarded by the General Managers to any of the willing registered contractor with the prior approval of Chief General Manager for works involving expenditure upto Rs 5.0 lacs and at maximum Contractors' profit of 2% (102%). In case, the expenditure involved in the work is more than Rs 5.0 lacs, the prior approval of

Managing Director shall be obtained. Further, the General Managers may execute works involving exigencies and of value upto Rs. 50,000 at their level (reasons of exigency to be recorded in writing) by obtaining spot quotations.

- (xiii) The responsibility of timely and satisfactory execution of tendered work shall vest with the concerned General Manager, Manager, Asstt / Deputy Manager in charge of work.

All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the Court at Kurukshetra, Distt Kurukshetra.

Signature of Contractor or Authorized representative of  
Agency

Date:

Place:

Mobile .....

Address .....

## **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. <http://etenders.hry.nic.in>.
2. 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 ignorance regarding 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. In case the Contractor defaults or withdraws from discharge of the work order before its completion, the payment of the work already executed will be made to labourers through Manager on verification of the same by Assistant Manager/Deputy Manager and as per the work details entered in MB. The EMD of the defaulting contractor 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. 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. 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 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.
17. 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 (worth Rs.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.
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 complied 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. Road safety and Watch & Ward of forest produce will be part of tender. Any other operations/works may done after prior permission of GM, HFDC, Kurukshetra

26. 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.

27. The successful bidder while execution of work should ensure adequate protection of existing plantation as well as other Govt. infrastructure, if any, existing at the site of work.

28. 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.

29. All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the Court at Kurukshetra

Signature of Contractor or Authorized  
representative of Agency

Mobile:

Address:

Date:

Place:

**Haryana Forest Development Corporation Limited**  
**General Manager, Kurukshetra**  
**TENDER APPLICATION FORM (TECHNICAL BID DOCUMENT)**  
**TENDER APPLICATION FORM- PART-I**

Tender No. \_\_\_\_\_

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

Tender for (Name of Work): Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots, Watch & Ward/ Fire/ Flood protection including maintenance of depot & paths) in Sale Depots of District Kurukshetra.

From:

.....(Name in block letters)

.....

.....( Address in full).

To

The General Manager

HFDC, Kurukshetra

Sir,

In response to the Tender Notice No. \_\_\_\_\_ Dated \_\_\_\_\_. 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.

Sr No.	Particulars	Yes	Remarks
1	Signed copy of Tender documents alongwith the terms & conditions (each page duly signed and stamps)		
2	Proof of Online payment of EMD/Tender Fee and E-Service Charges		
3	Self Attested Copy of PAN Card		
4	Self Attested Copy Bank Account Details.		
5	Copy of Registration Certificate issued by GM, HFDC, Kurukshetra		
6	EPF and ESI & GST Registration No. issued by competent Authority.		
7	Copy of Labour License Under Contract labour (Regulation and Abolition) Act., 1970.		
8	Affidavit to the effect that applicant is not blacklisted by any authority.(Annexure-1)		
9	Financial Bid in separate cover.		
10	Detail of similar projects executed by the applicant during last three yeas:		

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					

Signature of contractor or  
Authorized representative of Agency/ Firm/ Society

Date\_\_\_\_\_

Place\_\_\_\_\_



**HARYANA FOREST DEVELOPMENT CORPORATION**  
**GENERAL MANAGER, KURUKSHETRA**  
**TENDER APPLICATION FORM (FINANCIAL BID DOCUMENT)**  
**TENDER APPLICATION FORM- PART-II**

Tender No. \_\_\_\_\_

Dated: \_\_\_\_\_

Tender for (Name of Work) Felling of Trees from Forest/Non Forest areas with extraction of Stumps, Conversion, Measurement, Recording, Loading, Carriage, Unloading & Stacking (Making Lots, Watch & Ward/ Fire/ Flood protection including maintenance of depot & paths) in Sale Depots of District Kurukshetra.

From:

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

To

The General Manager  
 .....

Sir

In reference to your Tender No \_\_\_\_\_ Dated \_\_\_\_\_, I  
 submit my financial bid as under.

Name of Forest/ Site	Amount payable by the HFDC towards SOR (in %)	The Percentage of SOR at which I am/ we are willing to work (Contractor's Profit cannot be less than 2% and more than 10%, hence rate to be quoted may vary between 102% to 110%)	
		In Figures	In Words
	100		

**Note:**

1. HFDC Schedule of Rates (SOR) are based on prevailing Minimum Wage Rate (Profit rate quoted by the bidder being less 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.

## 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, 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.

Signature of the Bidder

Name \_\_\_\_\_

Dated.

Place:-

## **Annexure-I (AFFIDAVIT)**

### **TO BE ATTESTED BY NOTARY PUBLIC**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... have abandoned any work in Government Organizations nor any contract awarded to us for such works have been rescinded and blacklisted by any authority.
3. The undersigned also hereby certified that neither our firm working with any General Manager, HFDC except GM, HFDC, Kurukshetra
4. I/We accept all the terms and conditions without any condition.

Date:

**(Signed by an Authorized Officer of the Contractor/Firm/Agency/Society)**

Place:

**FORM-IX**

**HARYANA FOREST DEVELOPMENT CORPORATION**

**STANDARD AGREEMENT FORM**

**(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 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 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 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