

Haryana Forest Development Corporation Ltd.

(A Government of Haryana Undertaking)

Forest Complex, Sohna Road, Near Courts, Gurugram-122001

Tel : 0124-2305348; E-mail: gm.gurgaon@hfdc.gov.in

No. GM/HFDC/GGN/06/2018-19

Dated: 02.07.2018

E-tender : Digging of Lake at Masani Barrage, District Rewari under Medicinal Plants

Project

Online tenders are invited under Two-Bid system from reputed agencies & bonafide eligible contractors/Labour Co-operative & Construction Societies registered with Haryana Forest Development Corporation (HFDC)/Haryana Forest Department for the works as mentioned under:

Sr. No.	Tender No. & Name of Work	Estimated Value (Rs.)	EMD (Rs.)	Period
1.	GM/HFDC/GGN/06/2018-19: Digging of lake at Masani Barrage, District Rewari under Medicinal Plants Project	20.00 lacs	40000.00	3 months

The first requirement to participate in e-tender is to have digital signature and the registration of tenderers with HFDC/Haryana Forest Department and Haryana E-Procurement.

The tender document and e-service charges of Rs. 1500/- (Rs. 500/- cost of tender document + Rs. 1000/- e-service charges) are to be paid online through e-procurement portal [https:// haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in) & the tender documents are available on the website <https://haryanaeprocurement.gov.in> and www.hfdc.gov.in from 09.07.2018.

The details terms and conditions and tender documents may be downloaded from the website of HFDC i.e. www.hfdc.gov.in or [https:// haryanaeprocurement.gov.in](https://haryanaeprocurement.gov.in) on or before 13.07.2018. The bids may be submitted online by 13.07. 2018 before 11.00 am and the bids shall be opened in the presence of tenderers or their authorized representatives who wish to be present on the same day i.e. **13.07.2018 at 11.30 PM** in the office of the General Manager, Haryana Forest Development Corporation, Gurugram. In case of any holiday on the day of opening, the e-tender will be opened on the next working day at the same time.

**General Manager
HFDC Ltd., Gurugram**

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TENDER APPLICATION FORM

In response to the Tender Notice No. GM/HFDC/GGN/06/2018-19 Dated 02.07.2018, I/We do hereby offer following rate for works mentioned below for the work of Digging of lake at Masani Barrage, District Rewari under Soil & Moisture Conservation works of Medicinal Plant Board Project:

Sr. No.	PWD HSR Item No.	Name of work	Rate (Rs.)	Unit	Quantity	Premium	Amount (Rs.)	Rate to be quoted Percent Above (+)/ Below(-) on HSR rates
1.	6.26	Clearing of rank vegetation, bushes, grass, brush wood, jund etc. and removal of rubbish upto a distance of 50 m outside the periphery of the cleared area	66.80	100 sqm	10000 sq m	425%	35070.00	
2.	6.2 b, c (i) & 6.3 (iii)	Earth excavation work and lead	3893.40 (inclusive of premium)	100 cum	50000 cum	-	1946700.00	
Total							1981770.00	

Note:

1. Rates should quoted on the basis of total cost of all the items taken together for approved technical bid.
2. The bidder should assess all the factors including the future increase in the Minimum Wages etc. while quoting the rate, as the quoted rate shall remain the same for the entire contract period.
3. General Manager, HFDC, Gurugram is at liberty to increase or decrease the quantity mentioned at the time of placing the work order.
4. Actual number may increase or decrease by 25% in which case work order may be issued/modified at the same rate of quoted rate.
5. All statutory obligations under Minimum Wages Act, Contract Labour Act, GST (although GST on forestry works is nil rated) etc. shall be followed by the Contractor. Any report of deviation of violation may lead to termination of contract.
6. All material/service inputs for the above mentioned works shall be provided by the successful tenderer/contractor.
7. The quantity mentioned above may increase or decrease as per requirements of site.

EMD amounting Rs. 40000/- has been deposited online.

Signature of the tenderer/Applicant

Name:

Address:

Tel/Mobile No.

Email:

TERMS & CONDITIONS OF THE E- TENDER

1. E- Tenders are invited for work of Digging of lake at Masani Barrage, District Rewari under Soil and moisture conservation works of National Medicinal Plant Board Project.
2. The successful tenderer/bidder shall be required to start the work as specified in the Tender Application Form within 07 days time from the date of communication of the approval of the Competent Authority.
3. Estimated cost of work : **Rs. 20.00 lacs**.
4. Participation in the online bid shall amount to bidder's acceptance of the terms and conditions of the tender.
5. **The bidder shall submit on or before the date given in the Notice Inviting e-Tender, the Technical Bid and the Financial Bid online in the prescribed format given in e-Tendering site.**
6. The **Technical Bid** should consist of the following documents:
 - a. Bid Security (Earnest Money Deposit) for an amount of **Rs. 40000/-** shall be submitted online as part of the Technical bid.
 - b. Online tender document of Rs. 500/- and e-service fee of Rs. 1000/-.
 - c. Scanned copy of forestry works or similar works executed in past
 - d. Scanned copy of Registration with HFDC/Haryana Forest Department.
 - e. Scanned copy of PAN Card
 - f. Scanned copy of Registration with EPF,ESI and Labour Department

Tenderer/Bidder must submit copies of all documents required through online. Bids not accompanied by above documents shall be rejected.
7. **Financial Bid** : The Tenderer/Bidder shall quote the rates in the prescribed form for Price Bid given in E-Tendering site against this tender on a 'single responsibility' basis such that the Tender price covers contractor's all obligations and liabilities. The rates and prices quoted by the Bidder shall be inclusive of all Taxes. The rate quoted shall be responsive and the same should be inclusive of all Statutory obligations such as Minimum Wages, ESI, PF contributions, wages for leave reserve, service charges, all kind of taxes etc. the offers of those prospective bidders which do not meet the statutory requirements are liable to be rejected. Conditional bids/offers will be summarily rejected
8. The tenderer/Bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document before participation in this e-tender.
9. In case the tenderer/Bidder has any doubt about the meaning of anything contained in the tender document, he shall seek clarification from the office of the General Manager,

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10. The bidder may visit the site before bidding if they desire to visit with prior information to above address.
11. Bid securities (EMD) of the unsuccessful tenderer/bidder will be returned to them at the earliest. Bid security of the successful bidder shall be returned on deposition of Performance Security/Security Deposit of 5% of the bid value of the tender. Bid Security shall be forfeited if the Tenderer/Bidder withdraws his bid during the period of tender validity. Bid Security shall also be liable to be forfeited if the successful bidder fails to furnish the required Performance Security within the time frame specified by HFDC.
12. The successful tenderer/bidder shall execute an agreement with General Manager, Haryana Forest Development Corporation Ltd., Forest Complex, Sohna Road, Near Courts, Gurugram (Gurgaon)-122001 (Haryana) soon after deposit of 5% of the tendered value as Performance Guarantee within 10 days w.e.f. the date of acceptance of the offer in the form of Demand Draft/Fixed Deposit Receipt/Bank Guarantee having a validity of 180 days w.e.f. the date of acceptance of the offer, drawn on any of the Commercial Banks payable at Gurgaon/Gurugram in favour of General Manager, Haryana Forest Development Corporation Ltd., Forest Complex, Sohna Road, Near Courts, Gurugram (Gurgaon)-122001 (Haryana).
13. The Technical Bids will be opened in the presence of the Tenderer/Bidders or their representatives who choose to attend at the appointed place and time. The Qualification for the technical bid shall be based on the online receipt of all the documents required & listed above in clause No. 6 on or before the closing date and time of bidding i.e. **13.07.2018 up to 11.00 am.**
14. Financial Bids/Price Bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders who choose to be present at the time of opening of Financial Bids. Rates shall be compared on the basis of total cost for all the items taken together for approved Technical bid.
15. Preference for works upto Rs. 50.00 lacs shall be given to the registered Labour Co-operative & Construction Societies as per directions of the Haryana Government issued vide No. 8366-C-7-2016/13818 dated 08.12.2016. The EMD for such registered Societies shall be Rs. 25000/- or 1% of the value of work, whichever is less. If the work is awarded

to such registered societies being found L-1, 1% on every bill shall be deposited as contribution to the Haryana State Labour Co-operative & Construction Federation Ltd., Panchkula.

16. The offers of tenders not accompanied by documentary proof or do not meet the eligibility criteria as mentioned above shall not be considered. Canvassing or negotiation, direct or indirect, would render the tender liable for exclusion from consideration.
17. The General Manager, HFDC, Gurugram or higher authority of HFDC reserves the right to accept or reject any or cancel the tender without assigning any reason thereof.
18. The HFDC 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.
19. The payments may be released on submission of running bills of quantities atleast 5000 cum each on verification of the works executed by the tenderer field staff of HFDC and after deducting Income Tax or any other tax or duties as liable as per the prevailing Act/Rules and the instructions/guidelines issued by the Government from time to time.
20. HFDC may terminate the work order if it is found that the contractor is black listed on the previous occasions by any of the Government Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings etc. and all the amount paid for subject work will be recovered from the Bidder.
21. The successful Tenderer/Bidder shall ensure full compliance with Tax laws of India with regard to the work order(s) and shall be solely responsible for the same. The successful bidder will comply all the rules & regulations of the land with latest circular/orders issued by various Government Departments applicable to the work and bidder will be solely responsible.
22. Failure of the successful tenderer/bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the work order and forfeiture of Bid Security/Performance Security.
23. The successful bidder has to complete the work within the assigned period. Extension may be provided considering the request of the bidders having sufficient genuine reasons for the same and on recommendation of the field staff.
24. The successful bidder has to produce duly completed books of accounts/documents as and when required by HFDC.

25. The rates quoted by the tenderer shall remain valid for the entire period of contract and HFDC shall not be responsible for payment of any extra payment on account of escalation of costs/increase in Minimum Wages etc. during the said period.
26. In the event of non-execution of the work in the prescribed period, the Security Deposit shall be forfeited with the HFDC and the balance work, if any, shall be got executed at the risk and cost of the tenderer by rescinding the contract for the reasons to be recorded by GM, HFDC, Gurugram in writing.
27. HFDC shall not be responsible for payment of any compensation on account of any loss caused to the tenderer due to natural calamities or other supervening impossibilities.
28. The success 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. Temporary structures for labour may be allowed with the written permission of GM, HFDC, Gurugram.
29. Any complaint of less wage payment/delay in payment of wages may also lead to imposition of penalty including forfeiture of performance guarantee.
30. The work will be carried out in strict supervision of field staff of HFDC and the contractor is also advised to keep his forestry/soil conservation expert on site for carrying out of the works technically.
31. The tenderer shall abide by the provisions made under the Labour Laws and other relevant Statutes as applicable in execution of the work and shall be responsible for making good/ payment of compensation, if any, to any workman or material during execution of the contract.
32. In no circumstances, the successful bidder would be allowed to sublet the works in part or whole of the contract, assigned to them.
33. Any dispute or difference arising out of this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the joint discussions, then the matter will be referred for Chief General Manager, HFDC, New Delhi whose decision will be binding on both the parties.
34. All disputes arising out of the execution of the agreement shall be subject to the jurisdiction of the Court at Gurugram/Gurgaon only.

**Signature of the Contractor or His
Authorized Nominee**
Mobile No.
E-mail address:.....

Undertaking on Letter Head of the Firm/Agency

Having carefully read all the mentioned terms and conditions of the Tender No. dated, I/we, the undersigned, do hereby certify that all the statement made in the attachments are true and correct. I/we hereby undertake that I/we to fully agree the terms and conditions of the tender and unconditionally. I/we also undertake to abide by the bid validity of 90 days. I/we also hereby certify that neither our firm/agency has not been blacklisted by any government agency nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of submission of this bid.

Dated...

Signature of the bidder

Place

Name