

**Terms and Conditions for Handling/Transportation Work under Haryana Forest Development Corporation Ambala for the Year 2016-17 (01-07-2016 to 31-03-2017)**

The contractor/firm/company who can undertake the handling/transportation work of furniture and allied material and having sufficient fleet of vehicles in his/their name or arrange vehicles on hire lease basis to carry on the business of transportation can only participate in the tender.

The contractor/firm/company will lift furniture from Base Depot/linked Depot after verifying quality and quantity of furniture and will be responsible for delivery of quality and quantity to the various schools in the state. Contractor/firm/company shall provide adequate number of vehicles to GM HFDC concerned or any other officer on his/their from time to time for regular supplies of furniture to the schools/Deptt.

The contractor/firm/company must get himself/themselves well acquainted with terms and conditions of tender, location loading/unloading points, route chart etc. before submission of tender. Once a tender is submitted it shall be deemed that tenderes have well acquainted himself with the terms and conditions. In case the rates are quoted in a manner other than mentioned in terms and conditions, tenders are liable to be rejected. Conditional tender will not be accepted.

The contractor/firm/company will give their offer in two sealed envelopes. The first envelope containing Technical Bid giving the detailed documentary evidence, as mentioned below, in support of their technical/financial soundness and experience of work etc. along with EMD. Envelop should be super-scribed/marked as 'TECHNICAL BID'. The second envelope containing quoted rates per piece Against Group 'A' and Group 'B' (Detail annexed as part-I) in respect of transportation should be super scribed/marked as 'PRICE BID.'

The sealed envelopes containing TECHNICAL BID AND PRICE BID should be put in another sealed envelope which should be super scribed/marked as TENDER FOR HANDLING/TRANSPORAITON OF FURNITURE and it should be addressed to General Manager, Haryana Forest Development Corporation, Ambala. The last date for applying for the tender is 29.06.2016.

The Tender Form should be filled in properly in neat and clean handwriting without any cutting, overwriting or eraser on the form. **The following documents are required with**

**Technical Bid:-**

- i) Certified copy of Partnership Deed/Registration of firm
- ii) Bank Statement for the last one years.

- iii) DD in favour of the General Manager, Haryana Forest Development Corporation Limited, on account of Earnest Money required as per terms & conditions.
- iv) Proof of physical availability of Trucks/Canters along with registration of Trucks/Canters or agreement of availability of trucks from any truck union/company.
- v) Copy of PAN Card.

**Note :- The Price Bid will be opened only in case of tenderers qualify in the Technical Bid.**

**1. Objects/description of work:-**

Lifting, loading, unloading, handling, transport and delivery of furniture etc. to all schools/Departments after lifting the same from Depots/Saw Mill. The tenderer shall have to quote rate FOR. Tenderers will be required to undertake the entire transportation work in the district as given here under:-

| Sr. No.   | Description   |
|-----------|---|
| Group "A" | Transportation rates of furniture from the Depots/Saw Mill situated within district to various schools falling in the district.   |
| Group "B" | Transportation rates of furniture from the Depots/Saw Mill situated outside the district to the various schools/Departments in the district all over Haryana, Chandigarh and Delhi. |

**2. Objects/description of work:-**

No definite volume of work to be performed can be guaranteed during the period of contract. General Manager, Haryana Forest Development Corporation, Ambala will also have exclusive right to appoint one or more contractors at any time during the tenure of contract for any or all services. No claim, lie against General Manager, Haryana Forest Development Corporation, Ambalaby reason of such division of work.

The transporter shall have to execute all the work to the full satisfaction of the HFDC Directions for the proper execution of the contact or for speedy and careful handling of furniture shall be binding on him.

**Transporter shall have no objection for utilizing the services of own vehicles by HFDC.**

**3. Earnest Money:-**

Each tender must be accompanied by processing/form fee Rs. 500/- and E.M.D. of Rs. 50,000/- for group "A" and Rs. 50,000/- for group "B" in form of a demand draft issued by a scheduled bank in favour of the **General Manager, Haryana Forest Development Corporation, Ambala.**

Tenders not accompanied by Earnest Money shall be summarily rejected. If any tenderer has previously held any contract and furnished security deposit, the same shall not be adjusted as earnest money against this tender. The earnest money shall be liable to be forfeited if the tenderer after submitting his tender resiles from or modifies his offer. The earnest money is also liable to be forfeited in the event of the tenderer withdraw before the validity period or tenders failure after the acceptance of his tender to furnish the requisite cash security deposit by the due date without prejudice to any other rights and remedies of G.M.,HFDC under the contract and law.

The earnest money shall be returned to all unsuccessful tenderers, as soon as practicable after decision on tenders and allotment of work to a successful tenderer and deposit of security. No interest shall be payable on the amount of earnest money.

In case the lowest tenderer falls to deposit the security or also fails to execute agreement within 72 hours of the issue of the acceptance letter by General Manager, HFDC, Ambala earnest money/security deposit shall be forfeited without any further notice and the committee shall consider to award the contract to the next lowest party. In case the second or third party also does not undertake the work then the Committee shall consider inviting fresh tenders.

In the eventuality of L-1 not being able to work as per the terms, offers will be made to L-2 to work at L-1 rates. In case L-2 is willing to work at L-1 rates, he will be allotted the balance work. In case of unwillingness of L-2, offer will be made to L-3 to work at L-1 rates. In case L-3 is willing, L-3 will be allotted the work at L-1 rates. Should L-3 not be willing, then negotiation will be held with L-2 and if the rates of L-2 are unreasonable, the authority will be free to made a counter offer to L-2 and if this not accepted the discussion with L-2 will be terminated and similarly negotiation will be entered with L-3. The authorities may quote a counter offer here also as in the earlier case if L-3 rates are unreasonable or the subsequent rates quoted by L-3 rates are unreasonable or the subsequent rates quoted by L-3 are felt to be unreasonable or high. In case there is no acceptance of counter offer or if the rates in negotiation are too high, the committee may cancel the tender. Fresh local tenders will be called, if necessary, giving 24 hour notice.

In case the lowest tender falls to deposit the security or also falls to execute agreement within 72 hours of the issue of the acceptance letter by General Manager, Haryana Forest Development Corporation, Ambala earnest money/security deposit shall be forfeited without any further notice and the Committee shall consider to award the contract to the next lowest party. In

case the second or third party also does not undertake the work then the Committee shall consider to invite fresh tenders. The tenderer must furnish full precise and accurate details in respect of information asked for in the tender form.

#### **4. Security Deposit:-**

The successful tender shall furnish security money within **72 hours** of the acceptance of his tender by the Committee and acceptance of the offer is conveyed by General Manager, Haryana Forest Development Corporation, Ambala concerned after obtaining approval of General Manager, Haryana Forest Development Corporation, Ambala to the tenderer in writing for security deposit. The total security amount taken from the successful tenderer will be Rs.3,00,000/- each. The security amount shall be deposited in favour of General Manager, Haryana Forest Development Corporation, Ambala in the form of demand draft/pay order of scheduled bank.

The security deposit furnished by the tenderer would be subject to the terms and conditions given in the Tender form. HFDC will not be liable for payment of any interest on the security deposit or any depreciation thereof. The security money shall be refunded after satisfactory completion of contract/tender and getting No Dues Report from the concerned officials.

#### **5. Period of Contract:-**

The contract shall remain enforce for a period of one year i.e. **01.07.2016 to 31.03.2017**.

The Committee is at his sole discretion:-

- (i) To extend the period of contract for another one year further beyond the original contract period on the same rates, terms and conditions and contractor has to work accordingly.
- (ii) To terminate the contract at any time during its currency in case of any default/violation of terms and conditions of tender of transportations by committee without assigning any reasons. The intimation to contractors shall be sent at their last known place of residence/business and the contractors shall no be entitled to any compensation by reason of such termination. The notice of termination of contract shall be given to the contractors in writing by General Manager, HFDC District office concerned with the approval of the MD HFDC. The orders or MD HFDC under this clause shall be final conclusive and binding on the contractor and shall be called into question.

## **6. Opening of Tender:-**

The tender will be opened by the Committee constituted for the purpose on 29.06.2016 at 4:00 P.M.. The tenderes will be at liberty to be present either in person or through an authorized representative at the time of opening of tender. However, if due to some unavoidable reasons the tender cannot be opened as per fixed schedule, Time and date of opening of tender shall be intimated to tenderes by General Manager, Haryana Forest Development Corporation, Ambala in consultation with the Committee at the time of submission of the tender. The tender shall remain valid for acceptance upto 90 days from the date of opening of tender. In case any tenderer withdraw the tender before the validity period, the earnest money deposited shall be forfeited without giving any notice.

## **7. Signing of tenders:-**

The tenderer should submit tender in sealed envelopes/cover intact, duly filled in completed and signed on each page of tender form. Tendere not accompanied by all the schedules/appendix intact, and dully filled in and signed may be ignored/rejected by the Committee and there will be no claim of tendere on this account.

Tender form should be filled in properly in neat and clean handwriting without any cutting, overwriting or eraser on the form duly authenticated by the GM HFDC. Cutting/overwriting, if any, should be attested by the tenderer. Person or persons signing the contract shall state in what capacity he is or they are signing the tender e.g. as sole proprietor of a firm or as Manager/Secretary etc. of a limited Company. In case of a partnership firm, the names of all the partners should be disclosed and the tender shall be signed by all the partners or their dully constituted attorney having authority to bind all the partners in all matter participating to the contract. The original or any attested copy of the partnership deed should be furnished along with the tender. In case of a limited company, the names of signing the tenders empowered to do so on behalf of the company will be furnished. A copy of the Memorandum and Articles of Association of the Company shall be attached to the tender.

The persons signing the tender form or any document forming part of the tender on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney dully executed on his favor, stating that he has authority to bind such other person or the firm as the case may be, in all the matters pertaining to the contract. If the person so signing the tender, fails to produce the said power of attorney, his tender shall

be rejected by the Committee. The person/firm/Co. who retained on defaulter/black listed by the Govt. or Semi. Govt. offices or state procuring agencies including HFDC shall not be entitled to submit the tender. Such tender shall be rejected out rightly. The tenderers has to submit affidavit duly attested by Notary to this effect.

**8. Documents to be attached to tender:-**

Attested copies of partnership deed and power of attorney must be submitted by the tenderer along with Technical bid in the tender. After a final decision about the tender is taken the successful tenderer shall produce original partnership deed and power of attorney within 3 days of the acceptance of tender, failing which HFDC will be entitled to cancel the contract at the risk and cost of tenderer and forfeit earnest money and security deposited by him.

The tender will submit photo copy of RC original for verification of vehicles owned or to be hired of lease out by contractor. General Manger HFDC,Ambala shall be at liberty to check the authenticity of vehicles owned by contractors.

**9. Scrutiny of the Tender:-**

Scrutiny of tender shall be done by the Committee and necessary clarification required by them shall be furnished to the tenderers during the opening of tenders. Its should be clearly understood by the tendere that no opportunity shall be given to them to modify or withdraw tender at a stage when the rates are known to all tendere.

**10. Payments :-**

Payment shall be made by office on submission of bills not later that 7<sup>th</sup> next month duly supported and verified by concerned officer/officials of HFDC or the officer acting on his behalf, as the case may be, and also a receipt by the concerned schools/office that the transporter/contractor has delivered the stock of furniture to the Schools. Payment to the contractors shall be made on the rates approved by General Manager, Haryana Forest Development Corporation, Ambala.

**11. Sub- letting:-**

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of the contractors contravening the conditions, HFDC shall be

entitled to place the contract elsewhere on the contractors account and at their risk and the contractors shall be liable for any loss or damage which HFDC may sustain in consequence or arising out of such replacing of the contract. His security shall also be forfeited and he will black listed.

**12. Liability of contractor :-**

All persons employed by the contractor shall be engaged by them as their own employees/workers in all respects and the responsibility under the labour laws like Factories Act or Workmen Compensation Act of Employees Providing Fund Act or ESI, Health, Payment of Wages Act or Contract labour (Regulation and Abolition) Act 1970 or any other similar related enactments in respect of all such persons shall be that of the contractors.

**13. Deduction of Income Tax or any other tax:-**

Deduction of Income Tax or any other tax if any applicable shall be made at source as per law in force by General Manager, HFDC,Ambala. The licence, if any, required as per law shall also be taken by the contractor as their own cost.

**14. Summary of Termination:-**

- a) If any criminal proceedings are started against the contractor for any kind of misdeeds or the police arrest the contractor, HFDC shall be competent to terminate the contract and forfeit his security. The transportation work for the remaining period shall be got done from other sources without giving any notice at the risk and cost of contractor.
- b) In the case of the contract having been declared insolvent or going into liquidation or winding up their business or making arrangements with their creditors or falling to observe any of the provisions of this contract of any of the terms and conditions governing the contract. The Committees shall be at liberty to terminate the contract without prejudice or any other rights or remedies under the contract and to get the work done for the un-expired period on contract at the risk and the cost of the contractors and to claim from the contractors entire loss sustained or cost incurred. In case any FIR is lodged against the contractor on account of diversion or misappropriation of furniture or mishandling or wrong transportation to the Schools/ Deptt.focal points in the State of

Haryana, the Committee is competent to terminate the contract and to forfeit the security money. Other action for recovery shall also be taken by General Manager, HFDC, Ambala.

- c) In the event of breach of any of the terms and conditions of the contract by the contractors, the committee shall have, without prejudice to other rights remedies, the right to terminate the contract forthwith and to get the work done fore the un-expired period of the contract at the risk and cost of the contractors and or forfeit the security deposit or any part thereof from the sums due for any damages, losses charges, expenses or costs that may be suffered or incurred by the HFDC due to contractors negligence or incompetent un-workman like performance of any of the services under the contract.
- d) The contractor shall be responsible to supply adequate and sufficient labour, scales/truck/carts/any other transport vehicle for loading/unloading transport and carrying out any other services under the contract in accordance with the instructions issued by the General Manger, HFDC concerned or any officer labour/scales and trucks/carts, the contractors fails to supply the requisite number of labour scales and truck cart and the Committee shall at the entire discretion without terminating the contract be at liberty to engage other labour scales trucks carts etc at the risk and cost of contractors who shall be liable to make good the loss to the General Manager, HFDC Ambala office, all additional charges, expenses, cost or losses that the HFDC may incur or suffer thereby. The contractor shall not however, be entitled to any gain resulting from instrument of the work of another party. The decision of the Committee shall be final and binding on the contractors.
- e) In the event of complaints received by this office from school/office authorities (verbal/written), regarding non receipt or late receipt of furniture. This office reserves right to terminate the contract and forfeit the security money, as such apart from debarring the contractor from work by giving a final notice.

**15. Liability of contractors of losses etc. suffered by HFDC.**

- a) The contractors shall be liable for all costs, damages, charges and expenses suffered or incurred by HFDC due to the contractor negligence and un workman like performance of any service under the contract for the breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence or damages or losses caused to the HFDC due to any act whether negligent or otherwise of the contractors themselves or their workmen and their liability for the losses etc. suffered by HFDC shall be final binding the contractors.



- b) The contractors shall always be bound to act with reasonable diligence and in businesslike manner and to use such skill as expected of men of ordinary prudence in the conduct of their activities.
  - c) The contractors shall be responsible for the safety of the goods from the time they are loaded on their trucks from loading point until they have been unloaded from their trucks at door steps at Schools/office point. Contractor shall be liable to make good the value of any loss, shortage or damage during transit. General Manager, HFDC Ambala will be the sole judge for determining after taken into consideration all the relevant circumstance, the quantum and value of loss and also as regards the liability of the contractors for such loss and the amount to be recovered from them. The decision of the General Manger, HFDC, Ambala in this regard shall be final and binding on the contractors. The contractor shall have to make own arrangement for giving supplies of furniture to all the schools on 100% quantity and obtain receipt from the authorized representative of the Schools on the bill/Challan issued by the HFDC. The contractor shall give delivery to the authorized holder at authorized place for which he will be sole responsible.
  - d) The contactors shall provide sufficient number of tarpaulins for each truck/any other transport vehicle to cover the furniture etc., and shall be responsible, if the furniture etc. are damaged by rain or any other way due to contractors failure to supply adequate number of tarpaulins or to take reasonable precautions. The decision of the General Manger, HFDC, Ambala concerned in this matter shall be final and binding on the contractors. The contractors shall be liable for any loss which HFDC may suffer due to the negligence of the contractor.
  - e) The contractor shall strictly abide by all rules and regulations of Transport/Police/Municipal Authorities/District Administration and other Govt. regulations.
  - f) The contractor will have to execute all the work to the full satisfaction of General Manger, HFDC, Ambala and obey directions for proper execution contracts or for speedy and careful handling.
- 16.** The successful tender/contractor is bound to lift and transport of furniture on day to day basis within specified period as per direction of General Manager, HFDC, Ambala. In case he fails to do so and furniture are lifted by engaging any other mode, the extra expenditure payable by HFDC, Ambala office shall be recovered from defaulting contractor. **ABRITRATION**

In case of dispute between contractor and GM HFDC,Ambala still persist and not resolved the matter will be referred to Managing Director HFDC,Panchkula whose decision shall be final conclusive and binding on both the parties and shall not be called into question. Similary for the recovery of amount of losses caused to the HFDC by the contractor due to misappropriation or diversion of furniture by him, the matter shall be referred to Managing Director HFDC for arbitration proceedings. Managing Director HFDC,Panchkula or other Govt./Semi Govt. department as an arbitrator to hear the such reference and decision of the arbitrator shall be final and binding on both the parties to the contract.

General Manager  
HFDC, Ambala

(Part-I)

**PRICE BID FOR  
HANDLING & TRANSPORTATION OF FURNITURE ON BEHALF G.M., HARYANA  
FOREST DEVELOPMENT CORPORATION,AMBALA**

| Sr. No.      | Description   | Rate to be quoted<br>(According to Size of Truck) |                    |                 |                              |                                     |
|--------------|---|---|--------------------|-----------------|------------------------------|-------------------------------------|
|              |   | 19 Feet<br>long                                   | 17<br>Feet<br>long | 14 Feet<br>long | Tata 407<br>or<br>Equivalent | Mahindra<br>Pickup or<br>equivalent |
| Group<br>'A' | Rates for loading of the furniture from the Depots/Saw Mills from anywhere in Ambala, its transportation to any school/department to any place unloading at the designated space in the respective school quantities at the following places/districts. |   |                    |                 |                              |                                     |
|              | Ambala  |   |                    |                 |                              |                                     |
|              | Panchkula   |   |                    |                 |                              |                                     |
|              | Yamuna Nagar  |   |                    |                 |                              |                                     |
|              | Kaithal   |   |                    |                 |                              |                                     |
|              | Karnal  |   |                    |                 |                              |                                     |
|              | Panitpat  |   |                    |                 |                              |                                     |
|              | Sonipat   |   |                    |                 |                              |                                     |
|              | Rohtak  |   |                    |                 |                              |                                     |
|              | Bhiwani   |   |                    |                 |                              |                                     |
|              | Jind  |   |                    |                 |                              |                                     |
|              | Sirsa   |   |                    |                 |                              |                                     |
|              | Hisar   |   |                    |                 |                              |                                     |
|              | Fatehabad   |   |                    |                 |                              |                                     |
|              | Jhajjar   |   |                    |                 |                              |                                     |
|              | Gurgaon   |   |                    |                 |                              |                                     |
|              | Faridabad   |   |                    |                 |                              |                                     |
|              | Palwal  |   |                    |                 |                              |                                     |
|              | Mewat   |   |                    |                 |                              |                                     |
|              | Rewari  |   |                    |                 |                              |                                     |
|              | Mahendergarh  |   |                    |                 |                              |                                     |
|              | Kurukshetra   |   |                    |                 |                              |                                     |
| Group<br>'B' | Rates for loading of the furniture from the Depots/Saw Mills from anywhere in Ambala, its transportation to any school/department to any place unloading at the designated space in the respective school quantities at the following places/districts. |   |                    |                 |                              |                                     |
|              | Delhi   |   |                    |                 |                              |                                     |
|              | Chandigarh  |   |                    |                 |                              |                                     |
|              | Mohali  |   |                    |                 |                              |                                     |

I/We agree to the tender terms and our rates are as per threes terms.

Date:.....  
Place:.....

Signatures.....  
Name of tenderer.....  
Name of the firm.....