

Haryana Forest Development Corporation

(A government of Haryana undertaking)



E-Tender Document

TENDER NO. : GM/HFDC/KNL/1K/2018-19

FOR

Outsourcing of Services of Un-skilled, Semi-skilled, Skilled and Highly Skilled Categories

Haryana Forest Development Corporation

Office: General Manager, Haryana Forest Development Corporation
Railway Road Forest Complex, Karnal (Haryana)
Telephone 0184-2241545

E-mail: gm.karnal@hfdc.gov.in Website: www.hfdc.gov.in

HFDC

**Haryana Forest Development Corporation Limited
General Manager, Karnal Tel. 0184-2241545**

E-Tender No. GM/HFDC/KNL/1K/2018-19

For Outsourcing of Services of Un-skilled, Semi-skilled, Skilled and Highly Skilled Categories under the jurisdiction of General Manager, Haryana Forest Development Corporation Karnal, e-tender under the online Two Bid System from the eligible Bidders/Agencies/Firms/Societies are hereby invited through website <http://haryanaeprocurement.gov>.

The tender document and e-service charges of **Rs. 1,590/-**(Rs. 500/- cost of tender document + 90/- G.S.T. & Rs. 1,000/- e-service charges) and **E.M.D of Rs. 50,000/-** are to be paid online through e-procurement portal <https://haryanaeprocurement.gov.in> & the tender documents are available on the website <https://haryanaeprocurement.gov.in> from 12/05/2018. Last date for submission of e-Tender is 28/05/2018(till 05:00 P.M.) The technical and financial bids will be opened on 29/05/2018(11:00am 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.

-sd-
General Manager,
HFDC, Karnal

H F D C

DETAIL NOTICE INVITING TENDER

e-Tender is invited for below mentioned works in single stage two cover system i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available Commercial Envelope):-

Sr. No	Description of Works	EMD to be deposited by Bidder	Tender Document Fee+G.S.T + eService Fee (Rs.)	Start Date & Time of Bid Preparation & Submission	Expiry Date & Time of Bid of EMD Submission	Expiry Date & Time of Bid Preparation & Submission
1.	As per Scope of Works (Attached)	Rs. 50,000/-	1590/-	12.05.2018 09:00 A.M.	28.05.2018 05:00 P.M.	28.05.2018 05:00 P.M.

The Tender document+GST and e-service charges of Rs. 1,590/- (Rs. 500/- cost of tender document + 90/-GST & Rs. 1,000/- e-service charges) are to be paid online through e-procurement portal <https://haryanaeprocurement.gov.in> & the tender documents are available on the website <https://haryanaeprocurement.gov.in>. The detailed terms and conditions can be seen in the tender documents.

The Bidders shall have to pay for the Tender documents, EMD fees & eService fee online through e-procurement portal <https://haryanaeprocurement.gov.in> by using the service of secure electronic payment gateway. The secure electronic payments and eService fee can be made by eligible bidders online directly through Debit Cards & Internet banking Accounts and the Payment for EMD can be made online directly upto (at least transaction+1working day in advance to the last date of respective tender) through RTGS/NEFT/Netbanking.

NOTE: If the tenders are cancelled or recalled on any grounds, the tender document fee & e-service fee will not be refunded.

For any clarification regarding bid preparation and bid submission, please contact M/s Nextenders (India) Private Limited O/o. DS&D Haryana, SCO-09, IIInd Floor, Sector-16, Panchkula-134108 E- mail: chandigarh@nextenders.com Help Desk:1800-180-2097(Toll Free Number) +91-172-2582008-09 Details may be seen from the website <https://haryanaeprocurement.gov.in> & www.hfdc.gov.in.

Under this process, the Pre-qualification/Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & Commercial Envelope. Eligibility and qualification of the Applicant will be first examined based on the details submitted online under first cover (PQQ or Technical) with respect to eligibility and qualification criteria prescribed in this Tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

1. **The payment for Tender Document Fee and e-Service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT/Netbanking available at the Single e-Procurement portal of GoH (Government of Haryana) and also mentioned under the TenderDocument.**
2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. **He/She will be required to make online payment of (Rs. 50000/-) towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her bids for the respective event / Tenders.**
3. The interested bidders must remit the funds at least T+1 working day (Transaction day + One working Day) in advance i.e. **on or before 28.04.2018** and make payment via RTGS /NEFT to the beneficiary account number specified under the online generated challan. **The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.**

The interested bidders shall have to pay mandatorily e-Service fee (under document fee–Non refundable) of Rs.1,000/- online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

The Payment for document fee/e-Service fee can be made by eligible bidders online directly through Debit Cards & Internet Banking.

Key Dates

Sr. No.	Department Stage	Bidder's Stage	Start Date and Time	Expiry Date and Time
1		Tender Document Download and Bid Preparation/Submission	12.05.2018 09:00 A.M.	28.05.2018 05:00 P.M.
2	Technical Bid Opening		29.05.2018 (11:00 AM)	
3	Financial Bid Opening		After opening of Technical Bid	

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.

Scope of works

The online bids under Two Bid System from the eligible bidders/agencies/contractors are hereby invited through website <http://haryanaeprocurement.gov.in> for Haryana Forest Development Corporation Limited under the jurisdiction of General Manager, Karnal. The bidders should submit their offers only for the Administrative/Service Charge in terms of the percentages of the amount payable for the work done on the basis of DC rates.

Description of Work	Approximate Manpower	Period of Contract
Outsourcing of Services of Un-skilled, Semi-skilled, Skilled and Highly Skilled Categories of posts such as data entry operation, vehicle driving services, security services, Timber Watcher etc.	20	31-03-2019

N.B.:- The required manpower shall be deployed by the service provider on minimum wage/DC rate. However, the requirement of manpower can be increased or decreased from time to time.

Terms and Conditions

The Service Provider hereby represents warrants and confirms that the Service Provider

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and shall continue to take all necessary and further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement.
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the authorities of **HFDC**.
- 1.3 shall on the execution of this agreement and providing services to the **HFDC** not violate, breach and contravene any conditions of any agreement entered with any third party/ies;
- 1.4 has complied with the obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carry out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provide shall operate and provide services to the office of the General manager Karnal, on 6 days a weeks from 9.00 AM to 5.00 PM and round the clock Security Services on all days on 24x7 basis for Sale Depots situated in the jurisdiction of GM HFDC Karnal.
- (b) The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to ensure to maintain its performance as determined by the **HFDC** from time to time.
- (c) The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- (d) If the **HFDC** notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the **HFDC**.
- (e) If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider will be fully responsible on the part of his employees and shall take appropriate action against its erring personnel and intimate accordingly to the **HFDC** or itself can take action in accordance with law.
- (f) The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performance by the Service Provider of its obligations under this agreement.

3. TERMS OF PAYMENT

- (a) The payment to the Service Provider for the performance of the works under the Contract will be made as per the guidelines and conditions specified herein.
- (b) The Service Provider will ensure that wages, allowances and other dues of the staff deployed by him are paid in time as per service agreement with them and he will provide evidence of payment of dues of staff deployed in **HFDC** in the manner agreed upon between the parties. All the dues of the employees will be liquidated through 'ESCROW ACCOUNT'.
- (c) The Contractor shall submit monthly payroll on the prescribed format on or before by 3rd of every month to the General Manager, HFDC, Karnal for verification to enable him reimbursement of payment along with prescribed documents mentioned thereon.
- (d) The payment of wages and other statutory benefits to workers shall be made as per detailed format by Contractor through 'ESCROW ACCOUNT' operated under a Tripartite Agreement to be executed between HFDC, Service Provider and the Bank specifying stakes of each party and payroll submitted by the Service Provider shall be forwarded to bank for making listed payments to stake holders.
- (e) It is obligatory on the part of the Service Provider to open the account of all the workers in one bank where payment can be remitted by him through 'ESCROW ACCOUNT' to the stake holders and to the obligatory contribution of ESI, EPF, Service Tax and other statutory fund in the name of the concerned workers who have been engaged.

4. SUBMISSION AND VERIFICATION OF BILLS

- (a) The Service Provider shall submit the bills on a monthly basis for the services rendered to enable the **HFDC** to verify and process the same.

5. DISCIPLINE

- a. The Service Provider shall issue identity cards, on its own name and trading style to its personnel deputed for rendering the said services, which at HFDC option, and would be subject to verification at any time. The HFDC may refuse the entry into its premises to any personnel of the Service Provider not bearing such Identity Card or not being perfectly dressed.
- b. The HFDC shall always have the right and liberty to do surprise inspection at its sites.
- c. The Services rendered by the Service Provider under this agreement will be under close supervision, co-ordination and guidance of the HFDC. The Service Provider shall frame appropriate procedure for taking immediate action as may be advised by the HFDC from time to time.
- d. It is understood between the parties hereto that the Service Provider alone shall have the right to take disciplinary action against any person(s) to raise any dispute and/or claim whatsoever against the HFDC. The HFDC shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would HFDC liable for any claim (s) whatsoever, if any such person(s).

6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- (a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the HFDC and the Service Provider. The Service Provider shall not by any acts, deeds or otherwise represent any person that the Service Provider is representing or acting as agent of HFDC except to the extent and purpose permitted herein.
- (b) This agreement is for providing the aforementioned services and it not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the persons employed by the Service Provider for providing services as mentioned herein, shall be the employees of the Service Provider only and not of the HFDC. The service Provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance, minimum wages/DC rates, bonus, gratuity etc.
- (c) HFDC shall not be liable for any obligations/responsibilities contractual legal or otherwise towards, the service provider employees/agent directly and/or indirectly in any manner whatsoever.

7. STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/ permission(s)/ License(s) etc. which are/may be required under any labour or other legislation(s) for providing the services under this agreement.
- (b) It shall be the Service Provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep HFDC indemnified against all losses, damages, and claims actions taken against HFDC by any authority/office in this regard.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract Labour (Regulations and Abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service Provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Service Provider is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirement of law.
- (d) The service Provider shall give an undertaking by the 22nd of each month in favour of the HFDC that he has complied with all his statutory obligations.

8. ACCOUNTS AND RECORDS

- (a) The Service Provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the HFDC.

- (b) The Service Provider shall forthwith upon being required by the HFDC, allow HFDC of any of its authorized representatives to inspect, audit or take copies of any records maintained by the Service Provider. The Service Provider shall also cooperate in good faith with the HFDC to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the HFDC. However, upon discovery of any discrepancies or under payment the Service Provider shall immediately reimburse the HFDC for such discrepancies or overcharge.

9. INDEMNIFICATION

- (a) The Service Provider shall at its own expenses make good any loss or damage suffered by the HFDC as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the HFDC or otherwise.
- (b) The Service Provider shall at all times indemnify and keep indemnified that HFDC against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the HFDC which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications hereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by the working or their personnel of the Service Provider or in respect of any claim, damage or compensation under Labour Laws or other laws or rules made hereunder by any Person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the HFDC shall be as provider hereinbefore.
- (c) The Service Provider shall at all times indemnified and keep indemnify the HFDC against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the HFDC premises or before and after that.
- (d) That, if at any time, during the operation of this agreement or thereafter the HFDC is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal to pay any amounts whatsoever in respect of or to any of present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in sub-clauses No. (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the HFDC all such amounts and cost also and in all such cases/ events the decision of the HFDC shall be final and binding upon the Service Provider. The HFDC shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or from any pending bills of the service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the services or part thereof as mentioned in this agreement for any reasons whatsoever, the HFDC shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the HFDC the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself and / or its personnel in rendering of non-rendering the service under this agreement.

12. TERM

This agreement shall be effective for a period of **Nine Months** with effect from 01.06.2018 to 31.03.2019 on such terms and conditions as enlisted in this service agreement. If the work of firm is found satisfactory then contact can be extended as mutually agreed between the Service Provider and HFDC.

13. TERMINATION

- (a) Either party can terminate this agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the HFDC shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with its statutory obligations.
- (b) If Service Provider commits breach of any covenant or any clause of this agreement, HFDC may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to HFDC for losses or damages on account of such breach.
- (c) The HFDC shall have the right to immediately terminate this agreement, if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an agreement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assessment of this agreement, in part or whole, to any third party without the prior written consent of the HFDC shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- (a) The Service Provider shall furnish to the HFDC all the relevant papers regarding its constitution, names and addresses of the management and other Key personnel of the Service Provider and proof of its registration with the concerned Government Authorities required for running such a business of Service Provider.
- (b) The Service Provider shall always inform the HFDC in writing about any change in its address or the names and addresses of its key personnel. Further the Service Provider shall not change its ownership without prior approval of the HFDC.

16. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of HFDC and it undertakes that it shall not, without HFDC prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/ MODIFICATION

The parties can amend this agreement at any time. However, amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by the HFDC shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the HFDC to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provided for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the HFDC to enforce the same in part or in the entirety of it, Waiver, if any has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at Karnal for all purposes in the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the HFDC. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be at Karnal.

25. GOVERNING LAW JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. TWO COUNTERPARTS

This agreement is made in duplicate. The Service Provider shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance in will be taken that all terms are acceptable.

27. TERMS AND CONDITIONS

1. The Service Provider shall quote the rates for persons/manpower of different categories deployed in the HFDC Karnal as per minimum wages/DC rate. The payment shall be made after the submission of the bill by the contractor on 1st day of the month after rendering satisfactory service to the satisfaction of the management.
2. Only Registered firms/agencies/companies are eligible to furnish tender and not the Individual person or unregistered agency/firm eligible for tender.
3. The Service Provider shall provide persons/manpower of different categories to the office of the General manager HFDC, Karnal and Sale Depots under his jurisdiction.
4. The Supervisor of the Service Provider will maintain an attendance register and the same can be checked by the Management at any time. In case the manpower is not in order, the necessary deduction will be made from the bill of the Service Provider.
5. The basic and other material for persons/manpower deployed in HFDC will be provided by the HFDC.
6. The consumable materials to be used for housekeeping will be provided by the HFDC.
7. The persons/ manpower provided by the Service Provider will be of as per the norms prescribed by the Government/ Labour Department and no underage person should be deployed.
8. That the persons engaged shall not be below the age of 18 years or above the age of 58 years and they shall not interfere with the duties of the employees of this office

9. Identity card and uniform will be issued by the Service Provider to his staff for their identification.
10. The Bio-data of staff be submitted in the office duly verified by the Service Provider.
11. In case the Service Provider fails to make monthly payment to the persons/ manpower engaged and deployed by him and the HFDC is forced to make payment to avoid stoppage of the essential work, the agreement stand cancel. Any security will be forfeited.
12. The Service Provider should furnish a security in the form of a bank guarantee from a scheduled Bank for a sum equivalent to Rs. 2.00 Lakh (Rupees Two Lakh) for the due performance of the contract which shall be refunded after satisfactory completion of the contract period.
13. The finally selected Service Provider has to sign the agreement in a Non-Judicial Stamp Paper of the requisite value of Rs.100/- containing the desired terms and conditions before the start of work.
14. TDS and other deduction will be deducted from the monthly bills as per Rule/Act in force from time to time.
15. In case the work is not found satisfactory, the Management can terminate the contract at any time without giving notice and the security will be forfeited by the HFDC.
16. The management can reject any/all tender (s) without assigning any reason thereof.
17. The Service Provider shall be responsible for his employees Welfare institution requirement as per rule and preferable be ensure against risk. Any problem/ dispute relating to persons/ staff will be sole responsibility of the Service Provider and HFDC will not be responsible in any way for the payment on this account.
18. The policy for engaging/outsourcing of services/activities and guidelines for compliance of Labour Laws etc. issued by the Government of Haryana from time to time shall be adhered to by the Service Provider.

Undertaking

I/We have read all the mentioned terms and conditions including Schedule of Rates of Works prevalent in Haryana Forest Development Corporation Limited carefully and having agreed to them fully and unconditionally.

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

Date _____
Place _____

Similar Work Experience

The Service providers should have at least three years of experience for providing such services to any Central Government/State Government Department/Boards/Corporation/Institutions value of not less than Rs. 5.00 Lakh under single contract agreement

List of relevant service contract/agreement completed/still continuing, during the last three years:

S.No.	Name of Client with Address	Nature & Discipline of Work	Contract Value (Rs.)	Date of Commencement	Date of Completion	Remarks

Authorized Signatory : _____
Name : _____
Designation : _____
Seal : _____

**Haryana Forest Development Corporation Limited
General Manager, Karnal**

Technical Bid

S. No.	Particulars	Information to be provided by the Bidders
1.	Name & Address of the Firm or Company (Copy to be enclosed)	
2.	Telephone, Fax, Mobile & E-mail of the Firm or Company	
3.	Name of the Authorized Representative	
4.	Telephone, Fax, Mobile & E-mail of the Representative	
5.	Whether the Agency is Registered Partnership Firm or Company	
6.	Registration of Firms or Company (Copy to be enclosed)	
7.	Registration Certificate of EPF (Copy to be enclosed)	
8.	Registration Certificate of ESI (Copy to be enclosed)	
9.	Labour license (Copy to be enclosed)	
10.	Income Tax Return for last 3 years (Copy to be enclosed)	
11.	Service Tax Registration Certificate (Copy to be enclosed)	
12.	PAN Number (Copy to be enclosed)	
13.	Similar work experience (Copy to be enclosed)	
14.	License number issued under Private Security agency (Regulation) Act 2005	
15.	Details of ISO certification	
16.	Audited statement from Chartered Accountant for last 3 years (Copy to be enclosed)	
17.	Whether the firms is blacklisted by any Government Departments/Boards/Corporation or any criminal case is registered against the Firm or Company or its owner/partners anywhere in India (If no, a certificate in this regard is to be attached)	
18.	Details of Cost of bidding document (Copy to be enclosed)	
19.	Details of EMD deposited (Copy to be enclosed)	

This is to certify that I/We before signing this tender have read and fully under stood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**Authorized Signatory
Name
Designation
Seal**

: _____
: _____
: _____
: _____

**Haryana Forest Development Corporation Limited
General Manager, Karnal**

Commercial Bid

Scope of Work	Service Charges (%)	
	In Figure	In Words
Outsourcing of Services of Un-skilled, Semi-skilled, Skilled and Highly Skilled Categories of posts		

- The Service Charge as % of the minimum wage/DC rate may be quoted by the tenderer for the complete category of manpower to be supplied. The 'Service charge' quoted shall contain digits up-to 2 decimal point only and the digits after two decimal points would not be considered (e.g. between 125.357 would be considered as 125.35)

In relation to financial bid tenderer(s) are directed to:

1. Submit their reasoned and justified rates of their Administrative charges after taking into consideration the deduction of TDS and all his statutory obligations as well as his sole responsibilities as an employer/service provider of the persons to be engaged/employed by him for the execution of this Service Agreement.
2. The quoted Administrative/Service charges by the tenderer shall remain valid/frozen for the whole period of contract (i.e. covering the total period of agreement) and no enhancement in the rates under any circumstances shall be allowed.
3. Service provider some time offers administrative charges/services charge at (zero) 0 % or margin, which is practically not possible. Such service providers who offer services at zero margins should not be given contract and disqualified. Policy of Outsourcing by Chief Secretary to Government of Haryana wide letter no. 43/5/20013GS-II dated: 10 Feb. 2015 which states that services charges @ 2% or less quoted by the agency for providing manpower may be declined & letter No.16/7/2015-1GS-II dated 06.04.2015 should also be followed.
4. In case of identical rates between/among tenderers in Financial Bids, selection will be done on the basis of Draw of Lots in presence of their representatives.
5. After decimal point Only one digit allowed in financial bid service charges percentage as per direction of Head of the Department

Authorized Signatory : _____
Name : _____
Designation : _____
Seal : _____

**Haryana Forest Development Corporation Limited
General Manager, Karnal
Standard Agreement Form**

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref: Bank Guarantee No.....Date:

In consideration of Haryana Forest Development Corporation Limited, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's letter of Award No.....datedand the same having been unequivocally accepted by the Service Provider, resulting into a contract bearing No.datedvalued atfor (Scope of contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful

performance of the entire Contract equivalent to*.....(%)per cent) of the said value of the Contract to the Owner. We,(Name and Address of the Bank)having its Head Office at(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and alimonies payable by the Service Provider to the extent of.....as aforesaid at any time up to.....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Service Provider. Maybe any such demand by the owner on the Bank ought to be conclusive and binding notwithstanding any difference between the Owner and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or anyother authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the Service Provider. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Service Provider or any other course or remedy or security available to the Owner. The bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of Owner of any other indulgences shown by the Owner or by any othermatter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce his Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the ServiceProvider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force upto and including And shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given. Dated thisday of.....2018.....at.....

WITNESS

.....
(Signature) (Signature)

.....
(Name) (Name)
(Official Address) (Designation with Bank)

NOTE :

The stamp papers of appropriate value shall be purchased in the name of issuing bank.