

THE J&K STATE FOREST CORPORATION WEST CIRCLE JAMMU

NOTICE INVITING TENDERS

For and on behalf of J&K State Forest Corporation, sealed tenders with Rs.5/- (Rupees Five Only) revenue stamp are invited from the Contractors registered with J&K State Forest Corporation for execution of various logging operations viz. Extraction, Off - road Transportation and Road Transportation activities in Compartments/group of compartments of extraction Division Udhampur as per the details given in the annexure-A1, to this Tender Notice.(The NIT shall be available at our official web site j&ksfc.com.)

1. The tenders shall be received in the Office of General Manager, West Circle Bikram Chowk Jammu on **6th of July** upto **12 Noon**.

Opening of Tenders:

2. The Tenders shall be opened on the same day after receipt of tenders, by the Tender Opening Committee of officers, in presence of tenderers who- so- ever may like to be present.
3. Tender Form can be had from the office of the General Manager (West) Circle Bikram Chowk Jammu on any working day upto **4th of July** (Office hrs.) on payment of Rs. 1000/- (Rupees One thousand only) in cash on production of the following documents.
 - a) Copy of valid registration certificate as a proof of being registered as J&K SFC Contractor.
 - b) Required earnest money deposited in the shape of CDR/FDR. The amount No. date and name of the Bank of the CDR/FDR shall be recorded in the tender form by issuing authority.
4. The following documents shall be enclosed with the prescribed Tender Form :
 - a) Earnest money in the shape of CDR/FDR pledged to General Manager (West) J&K SFC Jammu shown against the compartment in the Annexure to the Tender Notice.
 - b) Copy of the valid registration certificate as a proof of being registered as a J&K SFC Contractor.

Instructions to the Tenderer:

5. Before submitting the tender, the tenderer will be deemed to have satisfied himself/herself of the lumbering operations involved in the compartment(s) by his/her actual inspection of the forests and the area of the work, taking into

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account all conditions liable to be encountered during execution of work. Although SFC has worked out various operations involved as are mentioned in the Estimate Sheet, however, in case the contractor plans to change the mode of any activity or its magnitude to his/her convenience, the same will be done after seeking permission from the General Manager Concerned and the contractor shall not raise any claim to any additional cost on this account. The quantum of work as indicated in the Annexure to this NIT may increase or decrease to some extent depending upon the actual out-turn from the markings.

Rights of the J&K State Forest Corporation:

6. J&K State Forest Corporation reserves the right to accept or reject any or all tender(s) without assigning reasons for any such action.

Earnest Money Deposit :

7. The tenderers shall be required to submit a sum specified as Earnest Money Deposit for due performance of contract with the stipulation for keeping an offer open till 90 days from the date of receipt of tender and the tenderer will not resale from his/her offer or modify the terms and conditions thereof in a manner not acceptable to J&K SFC. In case of any tenderer failing to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited.

If the tender is accepted, the Earnest Money Deposit will be retained as part of security for due fulfillment of the contract. The Earnest Money of other tenderers shall (save as hereinbefore provided) be returned to them but the J&K SFC will not be responsible for any loss or depreciation that may happen as hither-to-fore while in its possession, nor be liable to pay any interest thereof.

Tenders not accompanied by Earnest Money Deposit of requisite amount shall be summarily rejected.

In case it is found that the tenderer(s) has/have furnished misleading/wrong or fraudulent information/documents, the Earnest Money Deposit of the tenderer(s) will be forfeited.

8. Intending tenderers shall quote lump sum rates per cft. for stocks duly delivered at SFC Sales Depot, predetermined delivery point/final destination as shown in the Annexure to NIT. **Rate offered in %age of the norm rate shall not be accepted.** Timber being a perishable commodity is susceptible to deterioration if it is not extracted in a timely manner. **Therefore, any delay in the extraction / delivery of timber stocks by the contractor after issuance of work order,**

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results in direct financial loss to SFC and to the state exchequer. As such for timely delivery of stocks, the rate(s) offered by the Tenderer (s) have to be reasonable and workable. Therefore, if the rate(s) offered by a contractor are less than the approved norm rates the tenderer shall have to deposit additional Security/EMD deposit which will be over and above the EMD amount stipulated in Clause----(7) in the shape of CDR/FDR as per the below given ratio:-

#	Offered rate range below the approved norms	Additional Security/EMD Deposit in the shape of CDR/FDR
	1	2
1.	Rate offered less by 5% of the approved norms	Nil
2.	5.01% to 10%	At least 3% of contract value.
3.	10.01 to 15%	At least 10% of contract value.
4.	15.01 to 20%	At least 15% of contract value.
5.	Less by 20.01 %	Tender shall be summarily rejected by the TOC.

If the required CDR or FDR shall not be enclosed with the Tender Form, as referred to above, the Tender Opening Committee shall reject the tender on spot.

The bidders are at liberty to enclose additional security deposit higher than the limit indicated in the column of the table above. In case the bids of two or more bidders are tied, the amount of additional security deposit shall form a basis for allotment of contract.

Clause 8(a): The Tenderer shall be required to offer the rate(s) in terms of rupees and paise only. However, in case of offer/bid involving fractions of one paise it will not be considered and shall be rounded off as per standard mathematical procedure.

Clause 8(b): In case the rate offered by any tenderer is found above the approved SFC norm rate worked out on the basis of Project inputs and in the event of his fulfilling the eligibility criteria for qualifying as 1st lowest tenderer for a particular coupe/marking, the approved SFC norm rate shall be considered for approval not the offered rate in such case.

9. The rate offered by tenderer, even if lowest, shall not be binding on the Corporation and it shall be subject to rejection in case such rate is not found reasonable or his/her past performance in the already allotted contract has not been up-to mark.. No contractor shall therefore start work unless the rates are settled and work order is issued.

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10. *As soon as the acceptance of the tender is communicated in the shape of "Sanction" to the successful tenderer the contract shall be complete and binding on him/her. Issuance of the sanction for allotment of contract shall be subject to taking over of the markings by the SFC. A formal "Agreement" incorporating the terms and conditions of the contract will be executed by the successful tenderer within 7 days of issuance of sanction. Failure to execute such a formal deed shall not, however, prevent the contract from being enforced against him. Any loss sustained by the Corporation as a result of retendering the contract shall be recovered from him/her.*
11. After the requirements under clause-10 above have been fulfilled, the DM concerned will issue "Work Order". The successful tenderer shall start work within 7 (seven) days of issuance of Work Order and in case he does not start work within the prescribed period, it shall be presumed that the contractor has backed out and his/her allotment shall be liable to be cancelled and Earnest Money Deposit and Bank Guarantee, (if any), forfeited in favour of the J&K State Forest Corporation. In that eventuality SFC shall be at liberty to take any appropriate action for getting the work done in the interest of SFC at the risk and cost of the contractor.
12. Once the contract is sanctioned and the Agreement executed by the successful tenderer with the SFC, the rates, terms and conditions will be binding on the contractor. No plea for change on any account whatsoever shall be entertained.
13. The successful tenderer shall not start execution of work in the compartment unless Work Order is issued in his/her favour by the Divisional Manager concerned. Any Contractor starting the work in anticipation of the said settlement shall be black listed and debarred from taking up any work in the Corporation and shall also be liable for punishment under the J & K Forest Act.
14. Successful contractor shall have to adhere to the time schedule fixed for the completion of each activity shown against each compartment as per the Annexure to NIT / Sanction / Agreement / Work order. Any delay or deviation from the time schedule fixed shall attract action under relevant penalty clauses of this NIT/ Agreement.
15. Extension in the working period shall not be claimed as a matter of right. The extension, however, may be considered in case the contractor is not able to complete the work due to the circumstances beyond his/her control. The application in such case shall be made immediately to the DM concerned with a copy to General Manager concerned and Managing Director declaring all the reasons of not fulfilling the contractual obligations in time.

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16. In case the performance of the contractor at any stage starting from felling and sawing operation to road transportation is not found satisfactory the Corporation will be at the liberty to make alternate arrangement at the risk and cost of the contractor.
17. Successful contractor shall be responsible for the safe delivery of the extracted stocks at the pre-determined destination and shall not be entitled to wages/compensation for the losses that may occur for whatsoever reasons. However, if any change is made by SFC Management in pre-determined destination at any point of time, proportionate rates for road transportation shall be allowed to be charged.
18. The Corporation shall be at liberty to transport 30% of the stocks through its own departmental fleet at the discretion of MD or GM concerned to which the contractor shall have no objection and billing shall be done accordingly.
19. As the quality of timber and workmanship are of prime importance for extracting projected quantity of Standard Sized Timber, the contractor shall have to employ labourers having skills to execute the activities involved as per specifications and use standard tools and implements required for execution of work at his own cost.
20. The Payments on the basis of Forest Measurement (FMM) shall be made only for felling and hand-sawing work for the stocks having side wane called "Passels" where as for all other activities, it shall be made on actual measurement i.e Depot measurement (DMM). The payments shall be released only after receipt of passing lists duly authenticated by the Divisional Manager and recommended by the General Manager concerned .
- 21.(a). The term "Standard Size" refers to the timber having the following specification:

#	Length in feet	Breadth in inches	Width in inches	Remarks
1.	10/12	10	5	-
2.	10/12	10	5	Passel
3.	8/9	10	5	-
4.	10/12	8/7	5	-
5.	10/12	8/7	5	Passel
6	10/12	10	4	-

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- (b) The payments against hand sawing activity for standard Sized Timber and under/odd sized timber shall be regulated in accordance with the respective rates as approved and incorporated in the sanction mentioned in Clause-10 of this NIT.
- (c) Hakri (in Deodar and Kail) not exceeding 10% of the total extracted volume may be extracted after due inspection of the remnant stocks at the discretion of the GM concerned. Poles of standard specifications shall be extracted out of the pole marking received from the Forest Department. The payment shall be regulated at 50% of the approved hand sawing rates for odd/undersized timber for extraction and full rates for off-road transportation, will apply in case of Hakries.

Terms/Modes of payments

- 22. Payments shall be released on account of completed activities of allotted Work as per actual work done report submitted by the Incharge Range, as authenticated by the Divisional Manager and recommended by the General Manager concerned in the following manner:
 - a. 65 % of the actual work done in completed activities of hand- sawing and other off road transportation operations.
 - b. 75 % of actual work done in completed activities of hand sawing and off-road transportation on receipt of stocks at the Truck loading Point.
 - c. 90% value of actual work done in respect of Hand – sawing, Off - road transportation and road transportation after the stocks are duly delivered at pre-determined destination i.e. Sales Depots Jammu
 - d. Payments against hand sawing activity for standard sized Timber and under/odd sized timber shall be regulated according to the respective rates approved for each category in the “Sanction” referred in para-10 of this NIT. Provided that the payment on account of handsawing activity at Sub-para(a) and (b) above will be regulated on the basis of sanctioned rates for under/odd sized timber only and the balance additional payment for handsawing of standard sized Timber will be made at the time of releasing payments under sub-para (c) above in accordance with the hand sawing rates for Standard Sized Timber as computed and reflected in the” Sanction”.
 - e. Final 10% payment shall be released after successful completion of the contract in all respects and clearance by concerned General Manager, and scrutiny by the Director Finance (FA & CAO), Dy. Financial Advisor concerned as the case may be.

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23. In- case SFC management makes any change during course of execution of work or prior to start of work keeping in view the ground situation as per requirement, corresponding rate(s) shall be allowed to be charged proportionately by the management but, the rate should not exceed the offered rate, in any case.
24. No advance payment shall be made by the SFC for the allotted work.
25. No money shall be paid for timber stocks burnt or otherwise damaged or lost due to negligence or lapse on the part of the contractor.
26. The contractor shall not have any right to transfer/sublet his/her assets and liabilities under the Agreement to any person or party. The contractor may give Power of Attorney under exceptional circumstances to another SFC registered contractor only after obtaining prior permission in writing from the Managing Director in respect of execution of work and receipt of due payments. However, the liabilities of the contract shall continue to vest with the original contractor. The contractor shall also mention the validity and nature of Attorney i.e. revocable/irrevocable.
27. Income Tax as applicable shall be deducted from the work done bills of the contractor in accordance with the rules prescribed by the Government
28. Labour Welfare funds @2% shall be deducted from the work done bills of the contractor.
29. Any other condition which J&K State Forest Corporation may like to Incorporate shall be announced at the time of opening of tenders and will be deemed as part of this NIT.

Penalty

30. If the successful tenderer, neglects, delays or fails to execute the allotted work, or, defaults/ fails to comply with the terms and conditions of the contract, the SFC Management headed by Managing Director, without prejudice to any other remedy available to it under law, shall be at liberty :-
 - a) to forfeit the Earnest Money Deposit / Security deposit and/or.
 - b) to terminate the contract after 15 days notice; and / or,
 - c) to impose a penalty upto 10% of the value of the contract; and / or,

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d) to recover the amount of loss caused by failure or default from his/her work done balance / Security money.

31. Terms and conditions of this NIT shall form part of relevant agreement to be executed after acceptance of the tender.

Sd/-
General Manager,
J&K State Forest Corporation,
West Circle Jammu.

No: - 399-429 /GM/W/SFC/J.

Dated: - 20 .06.2015.

Copy for information and necessary action to the:-

1. Managing Director, J&K SFC Srinagar.
2. Director Finance, J&K SFC Srinagar.
3. All Chief General Managers/ General Managers, J&K SFC.
4. General Manager(Adm) is requested to ensure uploading of NIT at official website of SFC
5. Regional Incharge/Audit J&K SFC.
6. All Divisional Managers (Ext) J&K SFC Jammu.
7. Notice Board.

Sd/-
General Manager,
J&K State Forest Corporation,
West Circle Jammu.

