

THE J&K STATE FOREST CORPORATION JAMMU.

"Tender Notice"

Sealed tenders on prescribed form and on behalf of the J&K State Forest Corporation affixed with revenue stamp worth Rs. 5/- quoting rates per unit as specified in the tender form appended are invited from SFC registered labour mates/contractors for the following subsidiary operations of Lumbering to be carried out during the Financial year 2015-16 in the Timber Sales Depots/Store Depots of J&K SFC Jammu viz Janipur, Bahu, Bachan and Sunjwan.

**Particulars of operations:-**

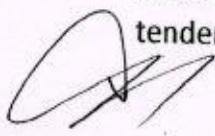
**A. Name of the operation (Sawn Timber).**

- i. Unloading of stocks (Species wise)/Kachhi Chant per nug.
- ii. Sorting/Lotting of stocks (Species wise, Class wise & Size wise) per nug.
- iii. Stacking of stocks (Species wise, Size wise, Class wise and lot wise) per nug.
- iv. Loading of stocks (For internal shifting and other loading) per nug.
- v. Re-stacking of stocks (Already lotted) per nug.
- vi. Lifting and Shifting of stocks by way of Head carriage (Species wise, Class wise Size wise, and lot wise) per nug.
- vii. Tying charges of platform trucks (per truck).

**B. Name of operation (Round/Chanda logs).**

- i. Unloading of stocks (per cft).
  - a. Full body trucks.
  - b. Plate form (including tractor trollies).
- ii. Loading of stocks (per cft).
  - a. Full body trucks.
  - b. Plate form (including tractor trollies).
- iii. Sorting/Lotting of stocks (including Dragging and rolling of logs)
- iv. Tying charges of plate form trucks (per truck).

1. The tender shall be submitted on the prescribed Tender form which can be had from the office of the under signed on cash payment of Rs. 1,000/- (Rs one thousand only). The tender form should be properly filled in, signed and sealed in an envelope and addressed to the under signed duly superscripted as "Tender for subsidiary operations of Lumbering in SFC Depots" of Jammu region & should be deposited before 27<sup>th</sup> April 2015 in the tender box in the office of undersigned. The tenders thus received shall be opened on the same day at 3 P.M sharp by the tender opening committee in presence of tenderer who would like to be present.





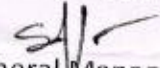
2. The tenderer shall submit self attested copy of PAN alongwith the tender form & shall incorporate mention the PAN in the tender form as well.
3. The tenders submitted with over writing smudging, cutting and without signatures shall be out rightly rejected.
4. Each tender must be accompanied with an earnest money of Rs. 10,000.00/-(ten thousand only) for each Depot separately in the shape of "CDR" viz (four CDRs for the four depots) of any recognized bank in J&K State, pledged to the Chief General Manager (S&M) J&K State Forest Corporation, Jammu. EMD in the shape of cash or cheques will not be entertained. The earnest money shall be released in case of unsuccessful tenders but retained for the first three lowest tenderers. The earnest money of 2<sup>nd</sup> and 3<sup>rd</sup> lowest tenderer shall be released only after the 1<sup>st</sup> lowest tenderer gives his acceptance and signs the agreement to execute the work at the rates, terms and conditions as shall be sanctioned by the Managing Director, J&K State Forest Corporation. The earnest money of the successful tenderer shall be reckoned towards Security deposit against the contract. Tenders without earnest money shall not be entertained.
5. As soon as the acceptance of the tender is communicated to the successful tenderer, the contract shall be deemed to be completed and binding on the parties. A formal deed incorporating the terms & conditions of the contract shall be executed by the successful tenderer within ten days of such acceptance being communicated to him to execute such formal deed. In case the first lowest tenderer fails to execute the deed within the prescribed time limit, it shall be discretion of the Managing Director, J&K State Forest Corporation to allot the work to the 2<sup>nd</sup> lowest tenderer and the earnest money of the 1<sup>st</sup> lowest tenderer shall be forfeited in favour of Corporation. In case the 2<sup>nd</sup> lowest fails to execute the deed, it shall be the discretion of Managing Director J&K State Forest Corporation to allot the work to 3<sup>rd</sup> lowest tenderer. In such case the earnest money of the 2<sup>nd</sup> lowest tenderer shall also be forfeited in favour of Corporation.
6. The Tender Opening Committee reserve the right to accept or reject one or all tenders without assigning any reasons thereto.
7. The successful tenderer shall be required to abide by the rules and regulations as are prevalent or as may be promulgated from time to time in respect to the:-
  - a. J&K State Forest Act. Rules and regulations made there under.
  - b. J&K State Forest Corporation Act. Rules and regulations and procedure followed in J&K State Forest Corporation.
  - c. Income Tax Act.
  - d. J&K Arbitration Act.
  - e. Labour laws in force or those which may be enforced subsequently by the Government during the period of the contract.
  - f. Municipal/notified area and panchayat rules.



- g. Any other law or rule having any other bearing in respect of this contract.
8. The successful contractor/mate shall be required to maintain a regular attendance register of the labour employed in the Sale/Store Depot for various operations. The register shall be got attested daily for every working day by the official in-charge of the Sale/Store Depot and shall remain open for check and inspection of the senior officers of the corporation.
  9. The undersigned or supervisory staff at the helm of affairs reserves the right to disallow engagement of any labour whose work and conduct is not found/reported satisfactory.
  10. The mate/his agent or labour shall observe all the safety precautions while handling the stocks in the depots. In the event of any accident taking place in the depot/section thereof under the work of the contractor, resulting in the injury or death of the labour engaged for any approved operation, the compensation payable under the work man's compensation Act and as per rules in vogue shall be paid by the Corporation. Should it, however be found that such an accident has occurred due to the negligence of the mate or his labour, the compensation shall be paid by the mate/contractor himself.
  11. The successful mate/contractor shall employ skilled labourers in the sale depot and ensure payment of the prescribed minimum wages as may be fixed by the Government from time to time. For any default or lapse in this behalf, the recovery be affected from the work done bills/assets of the mates/contractors and paid to such labourer on acceptance of claim by the competent authority.
  12. If at any stage the work of the mate/contractor is found to be slow or unsatisfactory the undersigned after issuing a notice of ten (10) days to the mate/contractor to speed up the work shall be at liberty or engage labourers on "Amani Basis" at the risk and cost of the mate/contractor in addition to charging of supervision charges upto 25% of expenditure incurred at the discretion of the Chief General Manager (S&M) J&K State Forest Corporation, Jammu.
  13. Government debtors/black listed persons mate/contractors engaged as daily wagers need not to tender.
  14. No advance payment shall be made to, the successful tenderer mate/contractors and 90% payment against work done will be made to the mate/contractor only by the Divisional Manager concerned and 10% balance payment will be released by the Chief General Manager (S&M) J&K SFC Jammu after the contract is concluded and on production of no objection and no demand certificate from the I/C Depot duly recommended by the Divisional Manager concerned.
  15. The relevant agreement format can be seen in the office hours on any working day in the office of the undersigned. It will be thus presumed that all those who have submitted the tenders have read and understood the agreement and conditions of



- the tender notice. He/they have to abide by the conditions embodied in the agreement and also those contained herein.
16. In case of emergency i.e flood, fire or in the event of any mishap or natural calamity or frequent auctions occurring in the depot the mate/contractor and his labour working in the depot will be bound to assist the staff and work as even on Sunday/Gazetted holiday and night hours. The mate/contractors shall however be paid at the sanctioned rates of the contract and for any extra operation not covered under contract will be paid on "Amani Basis" at the rates negotiated by the Chief General Manager (S&M) J&K State Forest Corporation, Jammu.
  17. In the event of any loss to SFC due to the negligence of the depot labour the loss shall be borne by the mate/contractor.
  18. In case of any dispute/difference which may arise between the mate/contractor and the Corporation the decision of the Managing Director, J&K State Forest Corporation to whom the case shall be referred for arbitration shall be final and binding in the parties.
  19. All legal proceedings if necessity so, arise to institute by any of the parties, (The Corporation or mate/contractor) shall to be lodged in the courts situated within the state of J&K alone.
  20. Tax as applicable, whatsoever, will be deducted from the party.
  21. Any other condition/(s) if found necessary at the time of opening of tenders shall be announced separately and shall form part of this tender notice and also the part of agreement.

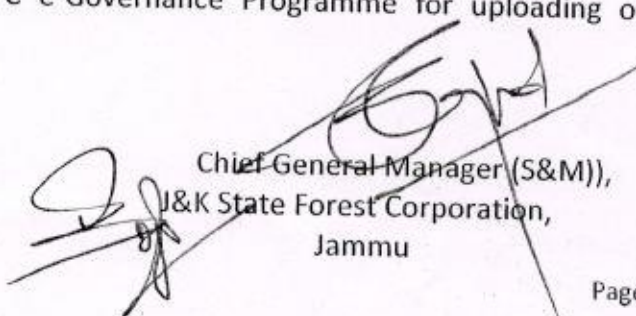
  
Chief General Manager (S&M),  
J&K State Forest Corporation,  
Jammu.

No: - 139-70/CA/1514/SFC/J

Dated: - 16/04/2015.

Copy for information and necessary action to:-

1. The Managing Director, J&K State Forest Corporation, Jammu.
2. The Director Finance, J&K State Forest Corporation, Jammu.
3. All Chief General Manager, J&K State Forest Corporation.
4. All General Manager, J&K State Forest Corporation, J&K SFC, Jammu.
5. The Dy. Financial Advisor, J&K State Forest Corporation, Jammu
6. All Divisional Managers Sales Circle, Jammu.
7. I/C Legal Wing SFC, Jammu.
8. Sh. Rajash Goswami, JAO I/C e-Governance Programme for uploading on SFC Website.
9. Notice Board.
10. Tender File.

  
Chief General Manager (S&M),  
J&K State Forest Corporation,  
Jammu