

The J&K State Forest Corporation

(North Extraction Circle Sopore)

Short term Tender Notice

For and on behalf of J&K State Forest Corporation, sealed tenders affixed with revenue stamp of Rs.5/= (Rupees Five only) are invited from the contractors registered with J&K SFC for execution of various timber lumbering operations as per the details given in the annexure -1 to this Tender Notice:-

1. Tender form can be had from the office of the Chief General Manager J&K SFC North Circle Sopore on any working day latest by **09/November/2015 up to 4 PM** on payment of **Rs.2000/- for A-Class, Rs.1500 for B-Class & Rs.1000/- for C&D-Class Contractors** in cash and on production of following documents:-
 - a) Copy of registration certificate as a proof of being registered as J&K SFC Contractor indicating its validity as well.
 - b) Required earnest money deposit/Security deposit in the shape of CDR/FDR. The No & Date and name of the Bank of the CDR/FDR shall be recorded in the tender form by the issuing authority.
2. The following documents shall be enclosed with the prescribed Tender Form:-
 - a). Earnest money in the shape of CDR/FDR pledged to Chief General Manager North Extraction Circle Sopore as 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.
 - c). Copy of NIT duly signed by the tenderer on each page which shall be deemed to have been accepted by the tenderer.

Instructions to the tenderer:-

3. Before submitted the tender, the tenderer will be deemed to have satisfied himself/herself of lumbering operations by his/her actual inspection of the Forests and the area of the work taking in to account all conditions liable to be encountered during execution of work. Although SFC has worked out various operations involved as are mentioned in the Annexure to the Tender Document, however, in case the Contractor during the course of execution of work plans to change the mode of any activity or its magnitude to his convenience, the same will be done after seeking permission from the competent authority and the contractor shall not raise any claim for 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 outturn from the markings.
4. The tenders shall be received in the office of Chief General Manager (North) J&K SFC Ext. Circle Sopore on **10-11-2015 up to 2.00 PM.**

Opening of Tenders

5. The tenders shall be opened on the same day at **2.P.M** after receipt of tenders. in presence of the tenderers who-so-ever may like to be present, by the Tender Opening Committee as constituted by the Managing Director J&K SFC.

Right of the J&K State Forest Corporation with tenderers:

6. The J&K State Forest Corporation reserves the right to accept or reject any tender or all tenders without assigning any reason for such action.

Earnest money deposit.

7. The tenderers shall be required to submit a sum specified as Earnest Money Deposit for due performance of the contract with stipulation contract for keeping an offer open till 90 days from the date of receipt of tender and the tenderer will not resile from his 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, this 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 herein before provided) be returned to them but the J&K SFC will not be responsible for any loss or depreciation that may happen as hitherto-fore while in its possession, nor be liable to pay any interests 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 all Extraction/Transportation activities including inbuilt charges if any, 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, results in direct financial loss to SFC & 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 or less than the approved norm rates the tenderer shall have to deposit additional security/EMD deposit which will be over & above the EMD amount stipulated in Clause-2(a) 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
	01	02
01	Rate offered less by 5% of the approved norms	Nil
02	5.01 % to 10%	At least 3% of contract value
03	10.01% to 15%	At least 10% of contract value
04	15.01% to 20%	At least 15% of contract value
05	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 2 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.

a) The Bidder/Tenderer shall be required to offer the rates(s) in terms of Rupees & Paisa only. However, in case of offer/bid involving fractions of one paisa it will not be considered & shall be rounded off as per standard mathematical procedure.

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/markings, the approved SFC norm rate shall be considered for approval not the offered rate in such case.

9. The rates offered by the tenderers even if lowest, shall not be binding on the Corporation & it shall be subject to the rejection in case such rates are not found reasonable or his past performance in the already contract has not been up to mark. No Contractor shall, therefore, start work unless the rates are settled and work order is issued.
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 & binding on him. A formal agreement incorporating the terms of the contract will be executed by the successful tenderer with 7 days. 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 re-tendering the costs shall be recovered from him.
11. The successful tenderer shall execute the agreement with DM concerned within 7 (Seven) days from the date of issuance of sanction. The work order shall be issued simultaneously. The successful tenderer shall start work within 7 days of issuance of Work Order & in case he does not start work within the prescribed period, it shall be presumed that the contractor has backed out and his allotment shall be liable to be cancelled and Earnest Money Deposit (EMD) and the 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 interests 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 favour by the concerned DM. Any contractor starting the work in anticipation of said settlement shall be black listed and debarred from taking up any work in the Corporation & shall also be liable for punishment under J&K Forest Act.

14. Successful contractor shall have to adhere to the time schedule fixed for completion of each activity shown against each compartment as per the Annexure to the NIT/Sanction/Agreement/Work Order. In case the successful contractor fails to execute or complete the work according to the time schedule fixed in the Agreement/Work Order, the additional Security Deposit mentioned in the Clause-(8) above shall be summarily forfeited. This forfeiture shall be in addition to the penalties prescribed in the NIT/Agreement. Any delay or deviation from the time schedule fixed, shall attract action under 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 control. The application in such case shall be made immediately to the office of the DM concerned with a copy to undersigned & Managing Director J&K SFC, declaring all the reason of not fulfilling the contractual obligations in time.
 16. In case the performance of the contractor at any stage is not found Satisfactory, the Corporation will be at liberty to make alternate arrangements at the risk and cost of the contractor.
 17. Successful contractor shall be responsible for the safe delivery of the extracted stocks at the predetermined destination and shall not be entitled to wages/compensation for the losses that may occur what-so-ever reasons. However, if any change is made by the SFC Management in pre-determined destination at any point of time, approved norm rates for road transportation shall be allowed to be charged.
 18. The Corporation shall be at liberty to transport up to **40%** of the stocks through its own departmental fleet at the discretion of MD/CGM concerned to which the contractor shall have no objection & 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 skilled labourers for work on each activity and shall use standard tools and equipments required for extraction of work at his own cost.
- Terms/Mode of Payments.**
20. No Advance payments shall be made by the SFC for the allotted work:-
 - a. **70%** payment for the actual work done in respect of extraction, felling, rolling etc, Kacca road transportation with stocks duly delivered at pre-determined TD.
 - b. **90%** payment for the actual work done shall be made for the reconciled stocks duly delivered at Sales Depots/final destination.
 - c. Final **10%** payment shall be released after successful completion of the contract in all respects and clearance by the concerned General Manager and scrutiny by the Director Finance (FA & CAO) Dy. Financial Advisor concerned as the case may be.
 21. No advance payment shall be made by the SFC against the allotted contract.
 22. The payment shall be made on the basis of actual measurements of dispatched stocks from the Forests.
 23. No money shall be paid for timber stocks brunt or otherwise damages or lost due to negligence of lapse on the part of the contractor.

24. Successful contractor shall be responsible to indemnify the losses suffered by the SFC on account willful act of the contractor, his Agent/Manager/Labour or due to untimely completion of works, defective conversion and negligent road transportation. .
25. The contractor shall not have any right to transfer/sublet his assets & 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 J&K SFC in respect of execution of work & receipt of due payments. However, the liabilities of the contractor shall continue to vest with the original contractor. The contractor shall also mention the validity and nature of attorney i.e revocable/irrevocable.
26. Income Tax as applicable shall be deducted from the work done bills of the contractors in accordance with the rules prescribed by the Government.
27. Labour Welfare funds @ 2% shall be deducted from the work done bills of the contractor.
28. Any other condition, which the 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:-**
29. If the successful tenderer, neglects, delays or fails to execute the allotted work or defaults/fails to comply the terms & condition of the contract, the J&K SFC Management headed by the Managing Director without prejudice to any other remedy available to it under law, shall be at liberty:-
- To terminate the contract after 15 day's notice; and /or
 - To recover the amount of loss caused by failure or default from his work done balance/security money and /or.
 - To impose a penalty up to 10% of the value of the contract and/or.
 - To forfeit the Earnest Money Deposit/Security Deposit.
- Terms and condition of this NIT shall form part of relevant agreement to be executed after acceptance of the tender.

Sd/-

Chief General Manager (North)

No:- 1579-1600 /GMN/SFC/S Dated:- 20/10/2015.

Copy submitted for information and necessary action to the:-

1. Managing Director, J&K SFC.
2. Director Finance J&K SFC.
3. Chief Conservator of Forests Kashmir
4. Conservator of Forests J&K Forest Deptt. Srinagar Circle & North Circle Sopore.
5. All Chief General Manager J&K SFC.
6. All General Managers Kashmir Valley.
7. Dy Financial Advisor (HQ)/Audit J&K SFC Srinagar.
8. Divisional Forest Officer Kehmil & Bandipora Forest Division.
9. All Divisional Managers Kashmir Valley.
10. Copy to I/c Wed for uploading in SFC Website.
11. M/s _____
12. Notice Board.

Sd/-

Chief General Manager (North)
J&K State Forest Corporation
Sopore

Annexure to the Tender Notice issued vide this office endorsement No.1579-1600/CGMN/SFC/S dt.20-10-2015

SFC Division	Comptt.	Volume (In cft)		Proposed Activities	Class of registered Contractors eligible for tenders	Estimated rate per cft up to Sales Depot (Rs. In per cft)	EMD required (Rs)	Working period	Remarks
		Stnd.	Convt.						
Ganderbal	45/Khuihama	1.07	0.65	Extraction including Felling, Debarking, conversion (logs) snouting, Carving, passing, rolling of logs up to predetermined Forest Loading Point (FLP), and Road transportation up to TD Pirbuthoo (including loading/ unloading) Construction/ maintenance of main road/link road and culverts, enroute land compensation (if any) for road construction wherever necessary) and Road transportation from TD Pirbuthoo up to final destination SD Shalteng including all enroute taxes/expenses and loading at TD.	A	Rs.132.14	Rs. 1,72,000	05/2017	
		0.93	0.56						
Kehmil	20/Jagran	Section-A		Extraction including Felling, Debarking, conversion (logs) snouting, Carving, passing, rolling of logs up to predetermined Forest Loading Point (FLP), and Road transportation up to TD Gulgam (including loading/ unloading) Construction/ maintenance of main road/link road and culverts, enroute land compensation (if any) for road construction wherever necessary) and Road transportation from TD Gulgam up to final destination SD Shalteng including all enroute taxes/expenses and loading at TD.	C	Rs.144.74	Rs.91,000	05/2017	
		0.52	0.312						
		Section-B							
		0.307	0.184						
Kehmil	22/Jagran	0.87	0.522	Extraction including Felling, Debarking, conversion (logs) snouting, Carving, passing, rolling of logs up to predetermined Forest Loading Point (FLP), and Road transportation up to TD Gulgam (including loading/ unloading) Construction/ maintenance of main road/link road and culverts, enroute land compensation (if any) for road construction wherever necessary).	A & B	Rs.142.39	Rs.149,000/-	07/2017	
		0.307	0.184						

Sd/-
Chief General Manager (North)