

# The J&K State Forest Corporation



## Tender Notice

For and on behalf of the J&K Forest Corporation, sealed tenders with Rs. 5/- (Rupees five only) revenue stamp quoting rates are invited from the contractors who are registered with **State Forest Corporation** for execution of **Subsidiary Operation Works/Depot Handling** activities detailed below to be carried out during the year 2017-18 in SFC Sale Depots as indicated in the annexure to this tender notice.

### Particulars of subsidiary operation

S.No	Name of the operation	Remarks
a	Unloading of timber	Major operation
b	Sorting/passing	
c	Rolling-lotting/stacking	
d	Dismantling/Re-stacking wherever required	Occasional
e	Loading of timber in SFC trucks	
f	Random checking	

- 1) Tender document can be had against cash payment of **Rs.500/-** (Rupees five hundred only) from the office of **Chief General Manager Sales(S&M)Kashmir/Divisional Manager (Sales South)** on any working day latest up to 18<sup>th</sup> April 2017 on production of proof of valid registration for subsidiary operations.
- 2) The sealed tender(s) shall be received in the office of General Manager S&M Kashmir in person (dasti) on 19<sup>th</sup> April Monday upto 1 PM..
- 3) The tenders shall be opened on the same day by the tender opening committee of Officers at **Circle Office Rambagh at 2.00 P.M.**, in presence of tenderers who so ever may like to be present.
- 4) The tenderers on the prescribed tender form should be enclosed with it.
  - (a) Earnest money of Rs.25000 in shape of **CDR/FDR** pledged to **Divisional Manager Sales South.**
  - (b) Copy of valid registration certificate as a proof of being registered as **J&K SFC contractor** for subsidiary operations.

### Right of the J&K State Forest Corporation with tenderers.

- 5) 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.

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9) Rate offered in %age of the norm rate shall not be accepted. Therefore, if the rate(s) offered by the contractor are less than the approved norm rates the tenderer shall have to deposit additional security/EMD which will be over and above the EMD amount stipulated in Clause 4(a) in the shape of CDR/FDR as per the below given ratio:-

Sno.	Offered Rate Range below the approved norms	Additional security/EMD in the shape of CDR/FDR
1	Rate offered less by 5% of the approved norms	Nil
2	5.01% to 10%	Rs. 25,000/
3	10.01 % to 15%	Rs. 35,000/
4	15.01 % to 20%	Rs. 45,000/
5	Less by 20.01 %	Tender shall be similarly rejected by TOC

If the required CDR/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 addition security deposit shall form the basis for allotment of contract.

10) The tenderer shall be required to offer the rate(s) in terms of rupees and paisa only, however, in case of offer/bid involving fractions of one paisa it will not be considered and shall be rounded of as per standard mathematical procedure.

11) In case the rate offered by any tenderer is found above the approved SFC norm rate in the event of his fulfilling the eligibility criteria for qualifying as 1<sup>st</sup> lowest tenderer for a particular depot/activity, the approved SFC Norm Rate shall be considered for approval and not the offered rate in such case.

12) 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 :-

- i. J&K State Forest Act, and rules and regulations of the Forest Department.
- ii. J&K State Forest Corporation Act and rules and regulations and procedure following in State Forest Corporation.
- iii. Income Tax Act.
- iv. J&K Arbitration Act.
- v. Labour Laws in force or those which may be enforced subsequently by the Govt. during the currency of the contract.
- vi. Municipal / notified area and panchayat rules.
- vii. Any other law or rule having any other bearing in respect of this contract.

13) The rate offered by the successful lowest tenderers shall not be binding on the Corporation and it shall be subject to rejection in case such rates are not found reasonable. No contractor shall therefore start work unless the rates are settled and work order is issued.

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**Earnest Money Deposit.**

6) The tenderer shall be required to submit a sum specified as Earnest Money Deposit with the stipulation 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.

If the tender is accepted, this Earnest Money Deposit will be retained as part of security for due fulfilment of the contract. The Earnest Money of the 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 interest thereof.

Tenderers not accompanied by Earnest Money Deposit 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.

**Terms and conditions.**

7) No tenderer having a timber Sale Depot, or a Saw-Mill registered in his name will be considered for allotment of work even if he is the lowest tenderer. A certificate to this effect will have to be given on the tender form. Even at the later stage after allotment of the work if it is found that any tender has concealed or furnished wrong information in this regard the contract will be cancelled and earnest money forfeited together with other disciplinary action as deemed fit and proper.

8) Intending tenderers shall offer their rates only in case of operations activity wise as indicated below. The norms rates applicable for main major activities and occasional activities are outlined below.

S.No	Name of operation	Rate(per cft)	Remarks
a	Unloading of timber	Re.0.18	Major operation
b	Sorting/passing	Re.0.27	
c	Rolling-lotting/stacking	Re.0.95	
	Total	Re.1.40	
d	Dismantling Re-stacking wherever required	Re.0.20	Occasional
e	Loading of timber in SFC trucks	Re.2.00	
f	Random checking	Re.0.05	
	Total	Re2.25	
	<b>Grand Total</b>	<b>Re.3.65</b>	

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- 14) 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. A formal deed in incorporating the terms of the contract will be executed by the successful tenderer within 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 tendering the contract shall be recovered from him and in addition the Earnest Money Deposited by him shall also be forfeited.
- 15) The successful tenderer shall execute the agreement with the DM concerned within 7 days from the date of issuance of sanction following which the DM concerned with issue work order. The successful tenderer shall start work within 7 days of issuance of work order and in case he does not start work within 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 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 interest of SFC at the risk and cost of the contractor. Once the contractor is sanctioned and the agreement is 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 what so ever shall be entertained.
- 16) The successful tenderer shall not start execution of work in the Depot unless work order is issued in his favour by the Divisional Manager concerned. Any contractor starting the work in-anticipation of said settlement shall be black listed and debarred from taking up in work in the corporation and shall also be liable for punishment under the Forest Act.
- 17) The successful contractor/ mate shall be required to maintain a regular attendance register of the labours employed in the SFC Sale Depot (concerned) for various operations. The register shall be got attested daily for every working day by the official incharge of the Depot and shall remain open for check and inspection of the senior officers of the corporation.
- 18) The contract shall be valid only for the financial year ending 31.03.2018.
- 19) The DM concerned or supervisory staff and helm of affairs reserves the right to disallow engagement of any labour whose work and conduct is not found /reported satisfactory.
- 20) The mate/his agent or labour shall observe all the safety precautions while handling the stocks in the Depot. In the event of any accident taking place in the Depot 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. However, if it is found that such an accident has occurred due to the negligence of the mate, or his labour, the compensation shall be recovered from due payments of the contractor/mate, by forfeiting and realizing the amount of the FDR/CDR/ or arrears of Land Revenue.

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- 21) The Successful contractor/ mate shall employ labours having requisite skill for execution of Subsidiary operation Works 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 mate/ contractor and paid to such labourer on acceptance of claim by the competent authority .
- 22) 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 labours on "Amani Basis" at the risk and cost of the mate/ contractor in addition to charging of supervision charges upto 30% of expenditure incurred
- 23) Government debtors/ black listed persons mate/ contractors shall be barred to participate in the tender process.
- 24) The contractor shall not have any right to transfer/sublet his 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. recoverable/irrecoverable.
- 25) Value of the contract is subject to the final work done.
- 26) Terms and conditions of this NIT shall form part of relevant agreement to be executed after acceptance of the tender. Any new conditions if so warranted can be imposed or the terms /conditions can be changed at the discretion of the Managing Director SFC.
- 27) Successful contractor shall be responsible to indemnify the losses suffered by the SFC on account of wilful act of the contractor, his Agent/Manager/Labour or due to untimely completion of works.
- 28) Income Tax as applicable shall be deducted from the work done bills of the contractor in accordance with the rules prescribed by the Government.
- 29) Labour welfare funds @ 2% shall be deducted from the work done bills of the contractor.

### Terms of Payments

- 30) No advance payment shall be made to the mate/ contractors. The 90% payments against work done will be made to the contractor/mate from time to time on convenience of both the parties. 10% balance payment will be released by the competent authority after the contract is concluded subject to production of no objection and no damage/demand certificate from the Range Manager concerned.

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31) In case of emergency i.e. flood, fire or in the event of any mishap occurring in the Depot the mate/ contractor and his labourers working in the depot will be bound to assist the staff and provide necessary assistance for taking such preventive measures as may be necessary required for the protection of stocks in the Depot. The mate/ contractor 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 to be fixed/approved by the Management.

### Dispute and Legal Proceedings

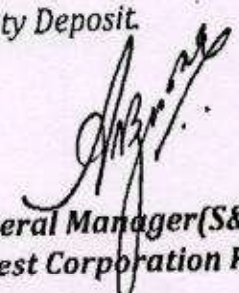
32) (i) In case of any dispute /difference which may arise between the mate /contractor and the corporation the decision of the Managing Director J&K SFC to whom the case shall be referred for arbitration shall be final and binding on the parties.

(ii) All legal proceedings shall be subject to jurisdiction of State only.

### Penalty

33) In the event of successful tenderer i.e. the allottee failing/defaulting, neglecting or delaying the execution of work, failing to comply with the terms and conditions of the contract, the J&K SFC without prejudice to any other remedy available to it under law, shall be at liberty:-

- To terminate the contractor after 15 days; and /or.
- To recover the amount of loss caused by failure or default from his work done balance/security money as determined by the J&K SFC and/or.
- To impose a penalty up to 10% of the value of the contract as the MD SFC may determine on the merits; and /or.
- To forfeit the Earnest Money Deposit/Security Deposit.

  
Chief General Manager(S&M)  
State Forest Corporation Kashmir

No: 2149-2169 / (SFC) / (S&M) / K.

Dated: - 31/3/2017.

Copy for information & n/ action to the: -

1. Managing Director J&K SFC.
2. Director Finance J&K SFC.
3. All Chief General Managers J&K SFC (Kashmir).
4. Dy. Financial Advisor Audit J&K Srinagar.
5. All Divisional Managers/ Incharge Legal Wing (K) J&K SFC.
6. All Range Managers, Sales South Division J&K SFC.
7. Tender File.
8. Notice Board.

  
Chief General Manager(S&M)  
State Forest Corporation Kashmir

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## Jammu & Kashmir State Forest Corporation

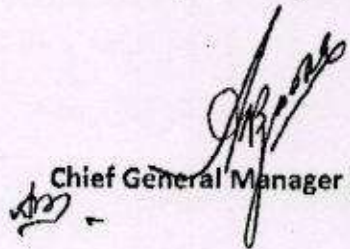
Annexure to Tender Notice issued vide  
this office No: -2149-2169CGM/S&M/K/SFC dated:31-03-2017.

### Particulars of subsidiary operation

S no	Name of operation	Remarks	Name of Depot	Earnest Money
1	Unloading of timber	Major operations	1)Harnag	Rs 25000/- (twenty five thousand) for each depot in the shape of CDR /FDR pledged to DM Sales South J&K SFC Rambagh Srinagar
2	Sorting / passing		2)Sangam	
3	Rolling/lotting/stacking		3)Kakpora 1 <sup>st</sup>	
4	Dismantling / Restacking where-ever required	Occasional operation	4)Kakpora 2 <sup>nd</sup>	
5	Loading of timber in SFC trucks		5)Nikas	
6	Random checking			

Last date from issuance of Tender form=18<sup>th</sup> April upto 4.00 PM.

Date of receipts of Tenders along with Earnest money= 19<sup>th</sup> April upto 1.00 PM

  
Chief General Manager (S&M) K