

THE J&K STATE FOREST CORPORATION

South Extraction Circle Bijbihara.

TENDER NOTICE

For and on behalf of J&K State Forest Corporation, sealed tenders with Rs.5/- (Rupees five only) revenue stamp are invited from experienced contractors registered with J&K State Forest Corporation for execution of various logging operations viz Extraction including rolling upto Forest Loading Point (FLP) and Road Transportation activities in various Coupes/Compartments of **SFC P.P. West Ext. Division** as per the details given in the **Annexure-I** to this Tender Notice.

1. Tender document can be had against cash payment of Rs. 1000/- (Rupees one thousand only) from the office of **Divisional Manager, P.P. West Ext. Division, Karipora Budgam** on any working day latest upto **06/07/2013** (upto 4.00 PM) 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 the General Manager South Extraction Circle SFC Bijbihara as shown against each compartment in the Annexure to Tender Notice.
 - b. Copy of 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.



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Instructions to the tenderer

3. Before submitting the tender, the intending tenderer will be deemed to have satisfied himself of lumbering operations involved by his actual inspection of the forests and the locality of the work taking into account all conditions liable to be encountered during execution of work. The SFC has worked out various operations involved as are mentioned in the Annexure to the Tender Documents, however, in case the contractor 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.
4. Tenders shall be received in the office of the Divisional Manager PP. West Extraction Division Karipora Budgam in person (Dasti) on **08/07/2013 upto 1.00 PM.**

5. **Opening of Tenders:**

The tenders shall be opened on the same day by the tender opening Committee of officers as constituted by the Managing Director J&K SFC, at **Divisional Office, Budgam at 2.00 P.M.** in presence of tenderers whosoever may like to be present.

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 stipulations 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 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 for all extraction/transportation activities including inbuilt charges if any per cft for stocks duly delivered at SFC Sale Depot, predetermined delivery point/final destination as shown in Annexure-I to the N.I.T. 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 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 which will be over and above the EMD amount stipulated in clause 2(a) in the shape of CDR/FDR as per the below given ratio: -

S.No.	Offered rate range below the approved norms	Additional security/EMD 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/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 the basis for allotment of Contract.

Clause 8(a): The Bidder / 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 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/marketing, the approved SFC norm rate shall be considered for approval not the offered rate in such case.

9. The rate offered by the tenderers even if lowest, shall not be binding on the Corporation and it shall be subject to rejection in case such rates are not found reasonable or his past performance in the already contract has not remained upto the 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 and binding on him. A formal deed 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 retendering the costs shall be recovered from him.
11. The successful tenderer shall execute the agreement with the Divisional Manager, P.P. West Budgam 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 and 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 additional EMD, if any, shall be 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 favour by the Divisional Manager P.P. West. Any Contractor starting the work in anticipation of 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 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 the NIT/Work Order/Agreement. 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 penalty 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 undersigned or Divisional Manager, P.P. West, 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 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 what-so-ever reason. 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/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 skilled labourers for work on each activity and shall use standard tolls equipment's required for execution of work at his own cost.

Terms/mode of Payments:-

20. No advance payment shall be made by the SFC for the allotted work: -
 - a) 70% payment for the actual work done in respect of Extraction, felling, rolling, kacha 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 Sale 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 burnt or other-wise damaged or lost due to negligence or lapse on the art of the Contractor.



24. Successful contractor shall be responsible to indemnify the losses suffered by the SFC on account of 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 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.
26. Income tax as applicable shall be deducted from the work done bills of the contractor 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 allotted work or fails to comply 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:-
 - i. To terminate the contract after 15 days' notice; and/or
 - ii. 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
 - iii. To impose a penalty up to 10% of the value of the stocks as the MD SFC may determine on the merits; and/or
 - iv. To forfeit the Earnest Money Deposit/Security Deposit/additional EMD, if any.

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.

Sd/-

General Manager (South)

NO: 528-70/GM/S/SFC/Bij

Dated: 15/06/2013

Copy for information and necessary action to the: -

1. Managing Director J&K SFC, Srinagar
2. Director Finance J&K SFC, Srinagar.
3. Conservator of Forest South/North/Srinagar Circles.
4. Director Information Department, J&K Govt. for and information and wide publicity of the abstract Tender Notice in two leading local Dailies for three consecutive days.
5. All General Managers, J&K SFC Kashmir.
6. Dy. Financial Advisor, J&K SFC Srinagar
7. Dy. General Manager (P&P) J&K SFC.
8. All Divisional Managers, J&K SFC Kashmir.
9. Notice Board.

 General Manager (South)