

THE J&K STATE FOREST CORPORATION

(North Extraction Circle Sopore)

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 State Forest Corporation 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 General Manager North J&K State Forest Corporation Sopore/ Divisional Manager Ext. Division Baramulla, Handwara and Zangli (in case of their respective Divisions) on any working day latest up to **11-08-2012 (4.00 PM)** on production of proof of valid Registration Certificate and on payment of **Rs.500/-** (Rupees Five Hundred Only) in cash. Tender forms will not be issued to persons who are not in possession of valid registration certificate or do not meet other eligibility criteria prescribed in this tender notice, and Annexure thereto.
2. The following documents shall be enclosed with the prescribed tender form :
 - a) Earnest money in the shape of CDR/FDR pledged to General Manager North J&K State Forest Corporation 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.

Instructions to the tenderer:

3. Before submitting the tender, the tenderer will be deemed to have satisfied him-self / her-self of lumbering operations by his / her actual inspection of the forests and the area of the work, taking into 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 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 outturn from the markings.

4. The tenders shall be received in the Office of Divisional Manager J&K SFC Extraction Division Baramulla on 13-08-2012 up to 1 PM.

Opening of Tenders:

5. The Tenders shall be opened on the same day at 2 PM. in presence of tenderers whosoever may like to be present, by the Tender Opening Committee as constituted by the Managing Director.

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 for keeping an offer open till 90 days from the date of receipt of tender and the tenderer will not resile 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, 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 per cft. for stocks duly delivered at SFC Sales Depot, pre-determined delivery point / final destination as shown in the Annexure to NIT. Timber, being a perishable commodity, is susceptible to deterioration if it is not extracted and transported in a timely manner. Therefore, any delay in the extraction/ delivery of timber stocks by the contractor after issuance of Work Order, results in 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 tenderer are **less than the approved norm rates by 10% to**

15%, then he shall have to enclose with his tender document a **CDR/ FDR equivalent to 5%** of the total contract value pledged to General Manager North Circle as security money in addition to the earnest money deposit as shown in the Annexure to NIT.

Similarly, if the offer is below the approved norm rates by more than 15.01%, the tenderer shall have to enclose CDR/FDR equivalent to 10% of the total contract value in addition to the earnest money deposit as shown in the Annexure to NIT.

If the 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.

9. The rates offered by the tenderer's, 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 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 and binding on him. A formal agreement 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 contract shall be recovered from him.

11. The successful tenderer shall execute the agreement with the DM concerned within 7 (seven) days from the date of issuance of sanction following which the DM concerned will 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 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 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 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 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.

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 for whatsoever 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/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 tools and implements 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 viz. felling, rolling, etc. kacha road transportation with stocks duly delivered at pre-determination TD.

- b. 90% payment for the actual work done shall be made for the reconciled stocks duly delivered at Sale Depot / final destination.
 - c. 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.
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 otherwise damaged or lost due to negligence or lapse on the part 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 the allotted work, or, defaults/ fails to comply 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 terminate the contract after 15 days notice; and / or,
- b) to recover the amount of loss caused by failure or default from his work done balance / Security money; and/or,
- c) to impose a penalty upto 10% of the value of the contract; and / or,
- d) to forfeit the Earnest Money Deposit / Security deposit.

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

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General Manager North
J&K State Forest Corporation
Ext. Circle Sopore

NO: **871-90/GMN/SFC/S**

Dated: **27 -07-2012**

Copy for information and necessary action to the: -

1. Managing Director J&K SFC. This has got reference to his office No.62-65/M/SFC dated.23-07-2012, wherein formal approval to this tender notice has been issued.
2. Director Finance J&K SFC.
3. Chief General Manager (P&P) J&K SFC.
4. Conservator of Forests North/Srinagar/South Circles.
5. All General Manager J&K SFC Kashmir Region.
6. All Divisional Manager J&K SFC Kashmir Region.
7. All concerned Range Managers.
8. Notice Board.

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General Manager North
J&K State Forest Corporation
Ext. Circle Sopore

Annexure to Tender Notice issued vide Endorsement No.871-90/GMN/SFC/S Dated: 27 .07.2012

Division	Comptt.	Volume (in cfts)		Proposed Activities	Class of Registered Contractor eligible for tenders	Approximate rate per cft upto Sale Depot Shalteng Srinagar	EMD required (Rs.)	Working period	Remarks
		Stdg	Convt						
Baramulla	21/Boniyar	0.253	0.128	Extraction including Felling, Debarking, conversion (logs) snouting, Carving,passing,rolling of logs upto predetermined Kacha Loading Point (FLP), and Road transportation upto TD Nowshera(including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then Road transportation (including loading) upto Sale Depot Shalteng.	C&D	Rs.100.43 per cft	26000	Dec-12	
	22/Boniyar	0.521	0.261	Extraction including Felling, Debarking, conversion (logs) snouting, Carving,passing,rolling of logs upto predetermined Kacha Loading Point (FLP), and Road transportation upto TD Nowshera(including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then Road transportation (including loading) upto Sale Depot Shalteng.	B	Rs.97.70 per cft	51000	Dec-12	
	13b/Bla	0.336	0.17	Extraction including Felling, Debarking, conversion (logs) snouting, Carving,passing,rolling of logs upto predetermined Kacha Loading Point (FLP), and Road transportation upto TD Botapathri (including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then Road transportation (including loading) upto Sale Depot Shalteng.	C&D	102.62 per cft	36000	Dec-12	

Baramulla	67-68/Uri	0.627	0.484	Extraction including Felling, Debarking, conversion (logs) snouting, Carving,passing,rolling of logs upto predetermined Kacha Loading Point (FLP), and Road transportation upto TD Rajarwani (including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then Road transportation (including loading) upto Sale Depot Shalteng.	A	202.97 per cft	1.96 lacs	March-2013	
Handwara	26a/Raj	0.299	0.151	Extraction including Felling, Debarking, conversion (logs) snouting, Carving,passing,rolling of logs upto predetermined Kacha Loading Point (FLP), and Road transportation upto TD Wadder (including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then Road transportation (including loading) upto Sale Depot Shalteng.	C&D	Rs.94.00 per cft	28000	Dec-12	
Zangli	61/SL	0.322	0.16	Extraction including Felling, Debarking, conversion (logs) snouting, Carving,passing,rolling of logs upto predetermined Kacha Loading Point (FLP), and Road transportation upto TD Sever (including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then Road transportation (including loading) upto Sale Depot Shalteng.	C&D	Rs.96.82 per cft	31000	Dec-12	
-do-	28/ kandi	0.52	0.352	Extraction including felling, Debarking, conversion (logs) snouting carving, passing , rolling of logs upto predetermined kacha Loading points (FLP) and road transportation upto TD sangria (including loading/unloading) enroute land compensation (if any including of road construction wherever necessary) Then road transportation (including loading) upto Sales depot Shaltang.	A&B	Rs. 99.44 per cft	71000	Dec-2012	

General Manager (North)
J&K State Forest Corporation,
Ext. Circle Sopore