

THE J&K STATE FOREST CORPORATION
WEST CIRCLE
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 the Contractors registered with J&K State Forest Corporation for execution of various logging operations viz. Extraction, Off - road Transportation and Road Transportation activities in various coupes / compartments of Ext. Divisions Udhampur & Rajouri as per the details given in the Annexure-1 to this Tender Notice.

1. The tenders shall be received in the Office of General Manager, West SFC Jammu on **28.07.2011** upto **1 P.M**

Opening of Tenders:

2. The Tenders shall be opened on the same day after receipt of tenders, by the Tender Opening Committee of officers, at Sub-Office Bikram Chowck Jammu at **1.30** P.M. in presence of tenderers whosoever may like to be present.
3. Tender Form can be had from the office of the General Manager (GM) or the concerned Divisional Manager (DM) on any working day latest upto **27.07.2011 upto 2PM** 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.
4. The tenders on the prescribed tender form should be enclosed with it :
 - a) Earnest money in the shape of CDR/FDR pledged to General Manager west J&K SFC Jammu 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:

5. Before submitting the tender, the tenderer will be deemed to have satisfied himself of lumbering operations 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. Although SFC has worked out various operations

involved as are mentioned in the Annexure to the Tender Document, 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 General Manager Concerned 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.

Rights of the J&K State Forest Corporation:

6. J&K State Forest Corporation reserves the right to accept or reject any or all tender(s) without assigning reasons for any such action.

Earnest Money Deposit :

7. The tenderers shall be required to submit a sum specified as Earnest Money Deposit for due performance of contract 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. 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, the 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 hereinbefore 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 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 lumpsum rates per cft. for stocks duly delivered at SFC Sales Depot as shown in the Annexure. In case the rates offered by the tenderer are less than the rates worked out on approved SFC norms by 15% or more, the tenderer shall have to enclose with his tender document an amount equal to 5% of the total contract value in the shape of Bank Guarantee pledged to the General Manager, West J&K SFC, Jammu in addition to the earnest money deposit. In case this requirement is not fulfilled the tender shall be rejected.
9. The rate offered by tenderer, even if lowest, shall not be binding on the Corporation and it shall be subject to rejection in case such rate is not found

reasonable. 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 SFC Management in pre-determined destination at any point of time, proportionate rates for road transportation shall be allowed to be charged.
18. The Corporation shall be at liberty to transport 30% of the stocks through its own departmental fleet at the discretion of MD or GM concerned to which the contractor shall have not objection and billing shall be done accordingly.
19. As the quality of timber and workmanship are of prime importance the contractor shall employ labourers having skills to execute the activities involved as per specifications and use standard tools and implements required for execution of work at his own cost.

Terms of Payment

20. Payments shall be released on account of completed activities of allotted work as per actual work done report submitted by the in- charge Range, as authenticated by the Divisional Manager and recommended by the General Manager concerned in the following manner:
 - a) 65 % of the actual work done in completed activities of hand- sawing.
 - b) 75 % of actual work done in completed activities of hand sawing and off-road transportation on receipt of stocks at the Truck loading Point.
 - c) 90% value of actual work done in respect of Hand – sawing, Off - road transportation and road transportation after the stocks are duly delivered at pre-determined destination i.e. Sales Depots Jammu; and
 - d) 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. In case SFC management makes any change in the pre-determined destination at any point of time, corresponding rates for road transportation shall be allowed to be charged proportionately.
22. No advance payment shall be made by the SFC for the allotted work.

23. The payment on the basis of Forest measurement (FMM) shall be made only for felling and hand – sawing work for the stocks having side wane called " *Passels*" whereas for all other activities, it shall be made on actual measurement i.e. Depot measurement (DMM). The payments shall be released only after receipt of passing lists duly authenticated by the Divisional Manager and recommended by GM concerned.
24. Hakri (in Deodar only) not exceeding 10% of the total extracted volume may be extracted after due inspection of the remnant stocks at the discretion of the GM concerned. Poles of standard size shall be extracted out of the pole marking received from the Forest Department. The payment shall be regulated at 50 % of the hand saving rates for extraction and full rates for off-road transportation. The same will apply in case of Hakries.
25. 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.
26. 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.*
27. Income tax as applicable shall be deducted from the work done bills of the contractor in accordance with the rules prescribed by the Government.
28. Labour welfare funds @2% shall be deducted from the work done bills of the contractor.
29. Any other condition which 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

30. 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.
31. Terms and conditions of this NIT shall form part of relevant agreement to be executed after acceptance of the tender.

Sd/-

**GENERAL MANAGER (WEST),
J&K STATE FOREST CORPORATION,
JAMMU.**

No: - 655-80/GM/W/SFC/J.

Dated: - 07/07/2011.

Copy for information and necessary action to the:-

1. Managing Director, J&K SFC.
2. Director Finance, J&K SFC.
3. All Chief General Managers/ General Managers, J&K SFC.
4. All DY. General Managers/ Divisional Managers, J&K SFC.

Sd/-

**GENERAL MANAGER (WEST),
J&K STATE FOREST CORPORATION,
JAMMU**

ANNEXURE -1 TO TENDER NOTICE ISSUED VIDE ENDORSEMENT NO:- 655-80/GM/W/SFC/J. DATED:- 07-07-2011

SFC Divisions	Compartment	Volume (In Lacs Cft.)		Proposed activities whichever is required (Composite)	Estimated cost per cft lump sum up to SFC sale Depot Jammu(Rs)	Estimated contract value(Rs.in Lacs)	EMD Required(Rs. in Lacs)	Working period	Class of contractor.
		RV	SV						
Udhampur	28a/Dudu	0.768	0.459	Felling H/Sawing, Pathroo H/carriage upto loading point Billown Then Road Transportation(incl.loading) upto Sale Depot Jammu.	99.87	45.840	0.92	Upto loading point ending Dec.2011 and Road transportation up to Sale Depot Jammu ending 31.05.201	"C"&"D"
Udhampur	48/Dudu	0.289	0.108	Felling, H/Sawing, ORT.(All operations)H/carriage side Nallah Mahan, H/carriage,Lanching,Nikasi and stacking at loading point Thildoo Bridge then Road Transportation(incl.loading)upto Sale Depot Jammu	118.56	12.800	0.260	Upto loading point ending June.2012 and Road transportation up to Sale Depot Jammu ending 31.07.2012.	"C"&"D"
Udhampur	56B/Dudu	0.129	0.068	Felling, H/Sawing, ORT.(All operations)H/carriage, and stacking at loading point Jakhed then Road Transportation(incl.loading)upto Sale Depot Jammu	99.28	6.750	0.135	Upto loading point ending 31.12.2011 and Road transportation up to Sale Depot Jammu ending 31.01.2012.	"C"&"D"
Udhampur	64/Dudu& 65/Dudu	0.791	0.331	Felling, H/Sawing, ORT.(All operations)H/carriage Side Nallaha Mahan H/carriage ,Lanchnuing Nikasi and stacking at loading point Chajji then Road Transportation(incl.loading)upto Sale Depot Jammu	153.20	50.71	1.014Proposed Combined Compartmen t 64,65/ Dudu	Upto loading point ending 31.07.2012 and transportation up to Sale Depot Jammu ending 30.09.2012	"C"&"D"
Rajouri	93/Haveli	0.330	0.066	Felling, H/Sawing, ORT.(All operations)H/carriage Side Nallaha Mahan, H/carriage, Lanchnuing Nikasi and stacking at loading point Ziarat Battle Kote then Road Transportation(incl.loading)upto Sale Depot Jammu	141.46	9.340	0.187	Upto loading point ending 31.03.2012 and Road transportation up to Sale Depot Jammu ending 30.06.2012	"C"&"D"

Sd/-

**GENERAL MANAGER (WEST),
J&K STATE FOREST CORPORATION,
JAMMU.**