

THE J&K STATE FOREST CORPORATION **(North Extraction Circle Sopore)**

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 including rolling up to Forest Loading Point (FLP) and Road Transportation** activities in various coupes/compartments of **Baramulla & Zangli Ext. Divisions** as per the details given in the **Annexure** to this Tender Notice.

1. Tender document can be had against cash payment of Rs. 500/- (Rupees five hundred only) from the office of undersigned or the concerned Divisional Manager on any working day latest up to **03.09.2011** (up to 4.00 PM) **on production of proof of valid registration for specific class of contractors as mentioned in the annexure to this tender notice.**
2. The sealed Tender(s) shall be received in the office of the concerned Divisional Manager in person (dasti) as per scheduled given below.

Division	compartment	Date & time of receipt of tenders	Date & time of opening of tenders	Place of receipt & opening of tenders
BARAMULLA	23/Boniyar & 7b/Baramulla	5th September up to 01.00pm	5th September at 02.00pm	Office of Divisional Manager BARAMULLA
ZANGLI	75/NL & 12/Kandi	7th September up to 01.00pm	7th September up to 02.00pm	Office of Divisional Manager ZANGLI

3. The tenders shall be opened by the tender opening Committee in the office of concerned Divisional Manager **at 2.00 P.M** in presence of tenderers whosoever

may like to be present.

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 Extraction Circle, North, J&K SFC as shown against the compartment in the **Annexure** to the Tender Notice.
 - b) Copy of valid registration certificate as a proof of being registered as a J&K SFC contractor.

Instructions to the tenderer

5. Before submitting the tender, 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.

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 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, 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 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 their rates on per cft basis lump sum for stocks duly delivered at SFC Sale Depot as shown in the Annexure. The rates quoted shall be for extraction viz felling rolling, off-road transportation, road transportation including all viz land compensation, if any, and road construction/ maintenance shown against each compartment in the Annexure of this Tender Notice. **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 North in addition to the earnest money deposit. In case this requirement is not fulfilled the tender shall be rejected even though it may be the lowest offer.**

9. 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.

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 tender 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 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.

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 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 of any delay or deviation from the time schedule fixed, it shall attract action under penalty clause No. 30 of this NIT.

15. Extension in the working period shall not be claimed as a matter of right. However, the extension may be considered on merits of the case where the work is not completed due to the circumstances beyond the control of the contractor. The application in such case shall be made within the date of any such interruption to the Managing Director 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 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. However, if any change is made by the 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 up to 50% 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, the contractor shall employ skilled labourers for work on each activity as per specification laid down in the Price Bid of the Tender Document and use standard tools and implements required for execution of work at his own cost.

Terms of Payments:-

20. Payments shall be released on account of completed activities of allotted works as per actual work done report to be issued by the In-charge Unit/

Range Manager concerned subject to the satisfaction of the concerned Divisional Manager countersigned by the GM/RM in the following manner:-

- a) After the stocks have been delivered up to pre-determined Transit Depot, 70% payment against actual work done in respect of Extraction viz. felling, rolling, kacha road transportation of such stocks will be made.
 - b) Similarly, after the stocks have been delivered at Sale depot/ final destination, cumulative payment to the extent of 90% of the sanctioned rates for actual work done against such stocks shall be made.
 - c) Balance 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 General Finance (FA& CAO), Dy. Financial Advisor concerned as the case may be.
21. In case the SFC management feels to dispatch the timber for any other destination other than the fixed one, the payments shall be made/ regulated on proportionate basis of the sanctioned rate for such road transportation.
22. No advance payment shall be made by the SFC for work.
23. The payment shall be made on the basis of actual measurements of dispatched stocks from the Forests.
24. The contractor shall convert the stocks having no timber value into firewood. The ratio of the Firewood to the un-converted volume shall be 25 quintals per 10,000 cft (Standing volume). Splitting of stocks having no timber value into firewood shall be done at TD after inspection by the SFC staff. The contractor shall offer separate rates for extraction/transportation of timber and extraction/transportation of firewood.
25. 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.

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 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:-

30. In the event of successful tenderer i.e. the allottee failing/defaulting, neglecting or delaying the execution of the 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:-

- 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.

31. 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.

**General Manager (North)
J&K State Forest Corporation
Extraction Circle Sopore**

No:1440-60/GMN/SFC/S

Dated: 17.08.2011

Copy for information and necessary action to the: -

1. Managing Director J&K SFC.
2. Director General Finance J&K SFC.
3. Chief General Manager, P&P J&K SFC.
4. Conservator of Forest North/Srinagar/South Circles.
5. All General Managers, J&K SFC Kashmir.
6. Dy. Financial Advisor, J&K SFC Srinagar
7. All Divisional Managers, J&K SFC Kashmir.
8. Notice Board.

**General Manager (North)
J&K State Forest Corporation
Extraction Circle Sopore**

Annexure to Tender Notice issued vide Endorsement No: 1440-60/GMN/SFC/S dated: 17.08.2011

Division	Compartment	Volume (in cfts)		Proposed Activities	Class of Registered Contractor eligible for tenders	Estimated rate per cft up to Sale Depot Shalteng	EMD required (Rs.)	Working period	Remarks
		St d g	Conv						
Baramulla	23/Boniyar	0.263	0.155	Extraction including Felling, Debarking, Conversion (Logs) Snouting, Carving passing, Rolling of logs up to Predetermined Kacha loading points (FLP) and Road transportation up to <u>TD Nowshera</u> (including loading/ unloading) enroute land compensation (if any (Including of road construction wherever necessary) Then Road Transportation (including loading) up to Sale Depot Shalteng	C & D	Rs.88.41	Rs.27400	12/2011	

	7b/Baramulla	1.68	0.84	Extraction including Felling, Debarking, Conversion (Logs) Snouting, Carving passing, Rolling of logs up to Predetermined Kacha loading points (FLP) and Road transportation up to <u>TD Botapathri</u> (including loading/unloading) enroute land compensation (if any (Including of road construction wherever necessary)) Then Road Transportation (including loading) up to Sale Depot Shalteng	A & B	Rs.52.61	Rs.88500	09/2012	
Zangli	75/NL	1.766	0.887	Extraction including Felling, Debarking, Conversion (Logs) Snouting, Carving passing, Rolling of logs up to Predetermined Kacha loading points (FLP) and Road transportation up to <u>TD Khurhama</u> (including loading/unloading) enroute land compensation (if any (Including of road construction wherever necessary)) Then Road Transportation (including loading) up to Sale Depot Shalteng	A&B	Rs.108.70	Rs.193000	12/2012	
	12/Kandi	1.298	1.00	Extraction including Felling, Debarking, Conversion (Logs) Snouting, Carving passing, Rolling of logs up to Predetermined Kacha loading points (FLP) and Road transportation up to <u>TD Kandi</u> (including loading/ unloading) enroute land compensation (if any (Including of road construction wherever necessary) Then Road Transportation (including loading) up to Sale Depot	A&B	Rs.67.75	Rs.135500	12/2012	Subject to the handing over of the markings /

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General Manager

J&K State Forest Corporation

North Extraction Circle, Sopore