

KERALA FOREST DEPARTMENT**KANNUR FOREST DIVISION****Re E-Tender Notification**

KN. 3569/2019

Dated: 20-01-2021.

Separate online tenders are invited from eligible 'A', 'B', 'C' Class contractors registered in the Forest Department in pursuance of G.O.(MS) 26/2017/F & WLD dated 20.05.2017 for the execution of works noted in the Schedule I attached below. The tenderer is bound to comply with the terms and conditions in force, besides the conditions that will be framed by the Government in future in connection with this tender. Tender documents and schedules are available in the website www.etenders.kerala.gov.in. The Earnest Money Deposit and tender cost for the tender should be submitted through the internet online banking of SBI or through NEFT for other banks. For submission of tenders visit the website www.etenders.kerala.gov.in.

All bid/tender documents are to be submitted online only and in the designated online cover(s)/envelope(s) on the www.etenders.kerala.gov.in website and tenders submitted manually/through post will not be entertained. Late tenders will not be accepted.

Online tenders/bids are to be accompanied with a preliminary agreement executed in Kerala Stamp Paper worth Rs.400/-. Tenders/bids received online without the scanned copies of relevant documents and preliminary agreement will not be considered and shall summarily be rejected. Any further clarification on this tender can be had from NIC/the e-tender helpdesk number available in the www.etenders.kerala.gov.in website and from the office of the Divisional Forest Officer, Kannur, Kannur Division during working hours. The details regarding e-payment (bidder's bank account number where he/she is having core banking facility and e-mail ID) should be submitted along with the tender. Tenders without these details will not be accepted. Technical bid and financial bid shall be submitted in their respective designated online covers.

The Forest Department will not be responsible for any inconvenience or loss to the bidder while uploading/downloading the bid.

The successful tenderer should execute an agreement in the prescribed format in a stamp paper worth Rs. 400/- within 7 days from the date of intimation of acceptance of the tender after furnishing security deposit equal to 10% of the tender amount or Rs. 5,00,000/- whichever is less. The tenderers quoting rates separately for fireline and fire tracing shall not be entertained under any circumstances. If the notified date of tender happens to be a holiday the tender will be conducted on the very next working day at the same place and time. Details of tender are furnished below in the schedule.

Schedule

| Sl. No. | Name of work | Extent (Ha) | PAC (in Lakhs) | EMD | Cost of Tender Form (₹) |
|---------|--|-------------|----------------|------|--------------------------------|
| 1 | Marking of Softwood Trees only in 1977 Teak & Softwood Plantation in Kannavam | 51 | 3.04 | 4600 | 670+GST 18% + 1% Flood Cess |
| 2 | Marking of Softwood Trees only in 1977 Teak & Softwood Plantation in Nedumpoyil | 19.5 | 1.40 | 2100 | 550+GST 18% + 1% Flood Cess |
| 3 | Marking of Softwood Trees only in 1977 Teak & Softwood Plantation in Nedumpoyil | 21 | 1.07 | 1600 | 550+GST 18% + 1% Flood Cess |
| 4 | Marking of trees in 2005 Teak Plantation II nd Silvi culture thinning in Kannavam | 5.492 | .93 | 1400 | 550+GST 18% + 1% Flood Cess |
| 5 | Marking of trees in 2010 Teak Plantation I st Silvi culture thinning in Kannavam | 10.120 | 1.741 | 2700 | 550+GST 18% + 1% Flood Cess |
| 6 | Marking of Trees in 2011 Teak Plantation Ist Silvi Culture thinning in Kannavam | 15.00 | 4.15 | 6300 | 950+GST 18% + 1% Flood Cess |

The quantities mentioned in the above table are approximate and on actual execution the quantities may vary. Penalty as per rule will be levied by the Forest Department from the tenderer, if any for the delay of execution of work in time. Undersigned reserves all rights for cancelling any work at any time without further intimation. All the prevailing conditions are applicable for this tender also.

Date from which tender forms will be available : 20/01/2021 at 6.00 Pm.
in the website

Date and time up to which tenders will be received : 28/01/2021 till 12.00 pm

Date and time for opening of tender : 30/01/2021 at 02.00 pm

Period for completion : 2 Months from the date of agreement.

Further details can be had from the office of the Divisional Forest Officer, Kannur, Kannothumbal, Thana .Po (Phone No. 0497 2704808) Range Forest Officer, Kannavam (Phone No. 0490 2300971) during office hours.

P. Karthick

Divisional Forest Officer,
Kannur Division.

(For and on behalf of the Governor of Kerala)

**KERALA FOREST DEPARTMENT
KANNUR DIVISION
e-Government Procurement (e-GP)**

Tender Conditions

1. Online separate tenders are invited from eligible 'A', 'B' and 'C' class contractors registered in the Forest Department in pursuance of G.O.(MS) No. 226/1981 (F) dated 16.12.1981 and G.O.(MS) 26/2017/F & WLD dated 20.05.2017 for the execution of work "Marking of trees in Teak Plantation Ist and IInd Silvi Culture thinning in Kannavam Range during 2019-20".
2. The conditions embodied in this notification form part and parcel of the agreement to be executed for the work tendered for.
3. The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website www.etenders.kerala.gov.in. No payment is required for downloading the tender documents from the above website; however a bid submission fee, as mentioned below in this document is required to be submitted along with online bid.
4. Only those bidders having a valid and active registration, on the date of submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only in the relevant envelop(s)/cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.
5. The e-GP system shall not allow submission of bids online after the stipulated date and time. The bidder is advised to submit the bids well before the stipulated date and time to avoid any kind of network issues, traffic congestion, etc, in this regard; the Department shall not be responsible for any kind of such issues faced by the bidder.
6. Ineligible bidders who do not possess valid and active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as fake

bidding by respective bidder and such bidder shall be blacklisted as per departmental rules in force.

7. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/Annexure of this tender.
8. Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.
9. The items and sub-heads of works to be done are enumerated in the subjoined schedule. Unless otherwise specified, the tender must be for the whole or any individual work and part tenders are liable to rejection. A bidder may tender for more than one work with the EMD specified in each case, but shall not tender for any part of a work, unless specifically so required.
10. Tenderers should quote uniform percentage of the departmental estimate rate at which they can take up the work specified in the schedule both in figures and words. Fraction of one percent should not be quoted.
11. Tender duly signed using bidders Digital Signature Certificate shall be submitted online on e-GP website www.etenders.kerala.gov.in before the time specified. The tender will be opened online at the office of the tender inviting authority on date and time specified, in the presence of those bidders or their authorised agents who wish to be present. In case it is not possible to open the tenders on the specified date due to any valid reason the revised time and date of opening of tenders will be published on e-GP website. The bidders shall check the e-GP website regularly for such updates.

The total amount of each tender will be read out. There is no provision for correction of bids once submitted online. However, multiple bids can be submitted by the bidder, in case of corrections, till the last date and time of bid submission and the most recent/latest bid submitted before the stipulated date and time of bid submission shall only be considered by e-GP for further processing. Details of individual rates will be treated as confidential and will

not be read out. The Department shall not be responsible for any service delay in this regard.

12. Bidder must produce copies of solvency certificates clearly indicating to what extent they are solvent from the Tahsildar of Taluk where they reside, if required by the Department for verification during agreement execution. Otherwise 20% of bill amount will be retained in each bill.

The bidder must produce copy of recent return statement filed by the bidder before the appropriate Income Tax Authority along with the necessary income tax documents, if required by the Department for verification during agreement execution with PAN card. Otherwise 10% tax will be deducted.

In case of proprietary or partnership firm, it will be necessary to submit certificates above mentioned for the proprietor or proprietors and for each of the partners as the case may be.

13. The lowest tender will ordinarily be accepted, provided the character and financial status of the tenderers are found satisfactory, but the authority competent to accept the tender reserves to himself the powers of accepting or rejecting any tender without assigning any reason therefore. There shall be no appeal against such action.
14. Rule notified as per G.O.(P) 62/1976/AD dated 23.02.1976 and published in the Gazette dated 09.03.1976 shall be binding on any person who makes a written tender for the works.
15. The tender submitted by timber merchants, sale coupe contractors and other persons who are engaged in timber trade within the limits of the Forest Division in which working area is situated or by the adjacent Divisions will not be accepted.
16. The tenderers should have no relationship on any Government servant who is in charge of the work or who has any direct control over the work. Relationship in this case will mean father, mother, daughter, son, brother, sister, direct uncle, nephew, father-in-law, mother-in-law and the first cousin of the officers concerned.

17. Schedule of quantities, specifications of work to be done and conditions of contract to be entered into can be seen on the e-GP website. It shall be definitely understood that the Government does not accept any responsibility for the corrections or completeness of the schedule, that the schedule is liable to alteration by omissions, deductions or additions at the discretion of the competent departmental officer set forth in the conditions/ of contract. The bidder will be however base this tender amount in the case of lump sum tender on the basis of those quantise, etc.
18. Tender forms and general specifications can be downloaded free of cost from e-GP website. Tenders not submitted in such prescribed online format or submitted incomplete in any respect whatever such as unattested errors and corrections in rates, quantities, units or amounts (figures not expressed in Words), totals of contract not entered, etc. shall be summarily rejected.
19. The Earnest Money Deposit of the unsuccessful bidders will be refunded immediately after tabulating tenders, keeping only the EMD of the L1 and L2 bidders. The EMD of the L2 bidder will also be refunded after award of contract/execution of agreement. The refund of amount to be made through the bank as per XML file provided by the e-procurement system on the next working day from the date of generation of XML file and also provides confirmation to NIC on the same. The Department is not responsible for any service delay in this regard.
20. Solicitors fee, if any, to be paid to the Law Officers of Government for scrutinising or drawing up of agreements will be paid and the same recovered from the successful bidder.
21. Before submitting the tender, the tenderer, is expected to study and scrutinise all the conditions in this agreement to be executed, the draft of which can be had for perusal from the Divisional Forest Officer, Kannur on any working day during office hours. He should also be thorough about field conditions, terrain, labour availability etc. No plea of ignorance of the agreement conditions and field conditions or no complaint regarding the said conditions received after putting in the tender shall be entertained on any account. A bonded

agreement should be executed by the successful tenderer on the date of opening of tenders itself.

22. The successful tenderer shall furnish a security deposit of an amount equal to 10% of the total contract value limited to a maximum of Rs. 5,00,000/- (Rupees Five lakhs only) and execute an agreement on a stamp paper worth Rs. 200/- in the approved form, the same of which can be had from the Divisional Forest Officer, Kannur for perusal. The security amount should be remitted in the Government Treasuries duly pledged to the Divisional Forest Officer, Kannur. If the security is not remitted and the agreement executed within the stipulated time the tender will automatically stand cancelled.
23. Failure to remit the security deposit and to execute the agreement, within the time specified in the condition 22 above, will lead to cancellation of the tender by the Divisional Forest Officer, and forfeiture to Government of the Earnest Money Deposit and security of any, deposited by the tenderer. The work will also be got done through other agencies at the risk and loss of the defaulter. The loss if any will be treated as arrears of public revenue and will be recovered from the defaulter under the provisions of Revenue Recovery Act or by any other legal means if not paid within a reasonable time specified by the Divisional Forest Officer. The defaulter however will not be entitled for gain, if any.
24. The tenderer should produce valid clearance certificate of Sales Tax, Income Tax and Agricultural Income Tax to the satisfaction of the Divisional Forest Officer before the final payment is made to him in case the contract value is of and above ` 5,000/- (Rupees Five thousand only).
25. The contractor shall not enter or send his employees into the working area mentioned in the schedule without obtaining a licence for the purpose granted by the Divisional Forest Officer, Kannur Division. The contractor shall furnish a receipt to the Range Forest Officer, Kannavam Range for all the trees marked and entrusted to him for felling, and collection. He shall be supplied with a surveyed map of the working area, the boundaries of which have been cleared and demarcated previously. He shall keep the boundaries of the area

well cleared to a width of 6 feet and shall keep all the cairns along the boundaries in tact throughout the currency of this contract.

26. The contractor shall chisel mark all the teak trees of GBH 30 cm and above in the plantation.
27. The contractor shall see that the marking numbers chiselled on the trees and the departmental hammer-marks affixed on the trees at the base and breast height are not obliterated or defaced during the process of felling and conversion. If at anytime, the hammer-marked or marking number is obliterated or defaced he shall report the fact immediately to the Range Forest Officer, Kannavam who shall renew the hammer-mark or marking number, as the case may be before the timber collected is removed from the stump site. The contractor shall not remove any timber converted from a tree from its stump site before all the pieces obtained from it are registered and hammer-marked at both ends by the Officer-in-charge of the felling area.
28. The contractor shall furnish the said Divisional Forest Officer for approval a list showing the names of his agents and other employees intended to be employed by the contractor for supervision of the work in the contract areas and no person not approved by the Divisional Forest Officer, shall be employed by the contractor for the said work. Whenever the Divisional Forest Officer orders the removal of any of the contractor's employees from the contract area, the contractor shall immediately carry out the orders. The contractor shall not engage for this contract any person, already engaged by the department for any other work.
29. The contractor shall furnish his agents and other employees an authorisation for entering and working in contract area and this authorisation letter shall be produced for inspection by any Forest Officer not below the rank of a Beat Forest Officer. The contractor will be responsible for all commissions and omissions not only of himself, but also his agents and all other employees engaged by him.
30. No extension of the period of the contract shall ordinarily be granted. But if, however, the delay in completing the work in the contract area with the period specified in the schedule attached is due to circumstances beyond the control

of the contractor, extension of time may be granted for one/two/three months by the Divisional Forest Officer, Chief Conservator of Forests, Northern Circle, Kannur, Additional Principal Chief Conservator of Forests (Northern Region), Kozhikkode respectively but not exceeding a total period of 6 months subject to realisation of penalties as fixed by the Divisional Forest Officer as per existing rules and penalty will be imposed for the trees of GBH 30 cm and above left unmarked.

31. If the contractor fails to undertake and complete the work within the specified time, or if he leaves any item of work undone, the Divisional Forest Officer may at his discretion make other arrangements for carrying out the work left undone either departmentally or through other agencies at the risk and loss of the defaulting contractor, and loss if any incurred by the department on this account will be recovered from the security or from other assets of the contractor.
32. During the period of the currency of this contract, the contractor, shall not trade in timber or firewood within the limits of the Forest Division in which this contract work is in force nor shall be undertake any contract work to purchase timber and firewood from any Government or private forests within the limits of the said division or adjoining division.
32. The contractor shall submit to the Range Forest Officer and the Divisional Forest Officer a monthly statement with daily progress so as to reach them before the 10th of the succeeding month showing the total number of trees marked and handed over to him. The contractor shall be liable to pay a fine of Rs.10/- per month, or fraction thereof for the period of default in submission of this monthly account either to the Range Forest Officer or to the Divisional Forest Officer.
- 32(a). If any illicit felling or any other offence under Forest Act or Rules are noticed within the contract area, the contractor shall be held responsible for the same and shall pay such penalty as may be imposed by the Divisional Forest Officer in addition to such penalty prescribed in condition 55 of this agreement and shall also be liable for prosecution under the Forest Act and Rules thereof.

33. This contract is not transferable except with the previous written permission of the Chief Conservator of Forests, Northern Circle, Kannur.
34. The contractor binds himself to act during the period of contract in accordance with the provisions of the Forest Act and Rules framed there under.
35. The contractor, his authorised agents and other employees engaged by him in the felling area shall be bound to render such assistance as may be required of them by any Forest Officer of and above the rank of a Beat Forest Officer in putting out fires and in preventing the commission of any forest offence or its detection within the beat in which the felling areas is situated.
36. In case of any dispute arising between the Divisional Forest Officer and the contractor on any matter arising out of his contract other than one as to which the decision of the Divisional Forest Officer is final, the contractor may, within 2 months of the date of the order of the Divisional Forest Officer appeal to the Chief Conservator of Forests whose decision thereon shall be final and legally binding on the contractor.
37. The contractor his agents and other employees working in the contract area shall carryout all orders issued by the Divisional Forest Officer and the Range Forest Officer in connection with this contract work.
38. If in the course of working, it is found by the Divisional Forest Officer that the progress of work is not satisfactory, the agreement shall be subject to cancellation after one month's written notice issued by the Divisional Forest Officer and other arrangement will be made for carrying out the work at the contractor's risk and loss. But the contractor shall not be entitled to any profit if department may derive in this agreement.
39. The contractor shall not claim any compensation for roads and bridges constructed by him for the execution of this contract and he shall leave all such roads and bridges intact when he leaves the area on completion of the contract.
40. Notwithstanding anything herein contained, if the contractor violates any condition of this agreement or the conditions of the tender attached to this agreement or the conditions of the tender notification for which no penalty has

been expressly provided in this agreement or violates any provision of the Forest Act and Rules framed there under the Divisional Forest Officer may inflict any punishment which he thinks suitable for the violation so caused, the maximum punishment for which may amount to cancellation of the agreement and the forfeiture of the security deposit and kolvila dues besides making him liable for all loss which the Government may sustain in consequence of the cancellation of the contract.

41. If any amount becomes due to any workman or mazdoor engaged by the contractor as per Workmen's Compensation Act or as per provision of labour or similar laws, such amount shall be payable by the contractor.
42. The tender notification and the tender submitted by the contractors which are attached to this agreement form part and parcel of this agreement.
43. "On expiry of the contract all items of money found due to the Government under this contract or in respect of any other contract entered into by the contractor with the Government if not paid within the time specified by the Divisional Forest Officer shall be recovered from the security deposit of this contract or any other contract entered into by the contractor and shall also be recovered from the assets movable and immovable of the contractor, as if such sums are arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force and in such other manner as the Government may deem fit" (G.O. (Rt.) 1500/Agri. dated 02.08.1965).
44. The security deposit or any portion of it as may be available at the expiry of the contract period after settlement of the contractor's liabilities will be refunded to him within a reasonable time from date of termination of the contract period. All sums found due to Government from the contractor under or by virtue of this agreement shall be recovered from him either by deduction from the kolvila due or by adjustment from the security deposit on in cash. If the entire dues to Government are not fully recoverable in the above manner, such of the dues as remain un recovered shall be recovered under the provisions of Revenue Recovery Act for the time being in force by attachment and sale of his assets, movable and immovable.

45. The contractor shall produce necessary certificates of clearance of arrears of sales tax, income tax and agricultural income tax before final payment is made to him in respect of his contract. If any amount is due from him on account of any or all the above taxes the same shall be recovered from the dues to him in installments or in lump sum as the Divisional Forest Officer may decide.
46. The contractor shall see that no damage to bridges and roads is caused due to his negligence during collection and transport of timber. The loss, if any, due to such damages will be recovered from the contractor.
47. In the case of works, the contract values which exceeds ` 10,000/- income tax as per rules in force shall be deducted at each time when payments are made except in the case of non-resident contractors.
48. Quantity of timber to be supplied to different depot is tentative and the Divisional Forest Officer will be at liberty to change the quantity of timber and firewood to each depot with the prior approval of the Chief Conservator of Forests and Contractor is liable to supply them at the rate quoted by him to the respective depot.

P. Karthick

Divisional Forest Officer,
Kannur Division.

Tenderer

(For and on behalf of the Governor of Kerala)

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