

TERMS AND CONDITIONS APPLICABLE TO THE COMPOSITE (COMBINE SCORE BY YIELD AND RATE BASE) TENDERS NOTIFIED VIDE TENDER NOTICE NO. \_\_\_\_\_ TO BE HELD IN THE OFFICE OF DIVISIONAL MANAGER, FOREST WORKING DIVISION ON \_\_\_\_\_ FOR RESIN EXTRACTION WORKS THROUGH RILL METHOD DURING RESIN TAPPING SEASON 2022.

\* \* \*

1. **Invitation of Tenders/Bids:** This tender is being floated by the Himachal Pradesh State Forest Development Corporation Ltd. (HPSFDC Ltd.), FWD \_\_\_\_\_ and the Tenders/Bids are invited from the eligible parties/persons/LSMs for “Resin extraction & its carriage up to the given destination. The details of the „Resin Lots“ along with tentative number of blazes and the amount of “Earnest Money Deposits“ are as per the “Tender List”.
2. **Qualification of the bidder:** The bidder shall provide following qualification information and documents at the time of submission of Quotation/Bid/Tender on prescribed format, which shall include :
  - 2.1 Only those parties/persons who are registered with HPSFDC Ltd. as Labour Supply Mate (LSM) and also possesses license under the Contractor Labour (Regulation and Abolition) Act, 1970 and H.P. Contract Labour (Regulation and Abolition) Rules, 1974, are eligible to participate in the tender process, further subject to the Condition of fulfillment of other eligibility criteria in this regard stipulated hereinafter.
  - 2.2 Self attested copy of the registration of appropriate class/category of contractor.
  - 2.3 A self attested copy of the PAN card of the Bidder.
  - 2.4 The Contractor(s)/Labour Supply Mate(s) duly registered with the HPSFDC Ltd. having valid registration license will be allowed to offer tenders/ bids for the value of the contract as per the Classification of LSMs as under:

Limits vide MD letter No-HPSFDC/Wks/Inst-14/Vol.V/1926-51 Dated.26.04.2014) Classification of contractor(s) / LSMs	Value of work (in Rs.) up to which participation in tender/ negotiation is allowed
“A” Class	Up to Rs. 50 lakhs and above
“B” Class	Below 50 lakhs
“C” Class	Up to 20 lakhs
“D” Class	Up to 10 lakhs

3. **Purchase of Bid Documents:** The Bid documents can be obtained from the office of THE DIVISIONAL MANAGER, FOREST WORKING DIVISION, \_\_\_\_\_, at the prescribed cost plus applicable GST (presently 12%) per Tender/Bid document. However, online tenders can be submitted by paying cost of document through DD drawn in favour of the Divisional Manager, Forest Working Division, \_\_\_\_\_, payable at any scheduled bank and the scanned copy of the same shall have to be uploaded with Tender/Bid. Whereas, the original DD shall have to be submitted by the tenderer(s)/Bidder in the office of the Undersigned on or before the date and time fixed for opening of Bids/Tenders. **Tenders/Bids received without paying the cost of Tender documents in the above manner shall not be considered.**
4. **Earnest Money Deposit (EMD):** Tenders not accompanied with EMD as specified in tender documents shall not be valid and will be rejected. The EMD in the case of manual Tender/Bid has to be deposited either in cash or through DD drawn in favour of the Divisional Manager, Forest

Working Division, \_\_\_\_\_, payable on any scheduled bank. However, in the case of **e-tenders (online)**, /Tenderer(s) Bidders shall have to upload scanned copies of the DD of equivalent amount of the EMD mentioned in the Tender Notice against each item of work/Resin extraction work. Whereas, the original DD shall have to be submitted by the Bidder in the office of the undersigned on or before the date and time fixed for opening of Bids/Tenders. The tender(s) not accompanied with full amount of earnest money shall not be considered. The EMD, if deemed necessary by the competent authority, can be increased at the time of opening of tenders.

5. **Bid Price & Submission of Bid Documents:** The interested /tenderers/bidders, in order to obtain all information that may be necessary for preparing Bid document, are advised to carefully peruse all the terms and conditions laid down for the procurement of works and also to visit the site of works at their own expenses.
  - 5.1 The Number of blazes proposed to be tapped in different forests as shown against each lot is tentative and may vary at the time of actual handing over. **However**, if on completion of the setting-up of the crop, the successful LSM/Agent finds that the number of blazes vary more than 2%, in that case the LSM may apply to the Divisional Manager concerned for re-enumeration which shall be undertaken without any delay and the number so determined by the Divisional Manager shall be final and binding on the Agent(s) and corrected accordingly. Expenses incurred on such re-enumeration shall be borne by the Corporation. However, if the re-enumeration establishes that the variation in the number of blazes is less than 2%, the cost of re-enumeration will be payable by the LSM.
  - 5.2 The Resin tapping is to be done by Rill Method only.
  - 5.3 The tendering authority reserves the right to withdraw, combine or split any lot.
  - 5.4 The intending tenderer(s)/bidder(s) are deemed to have inspected the forests in which resin tapping is to be done for resin extraction work and shall bid keeping in view the class in which he/she is registered as an LSM.
  - 5.5 **Both methods** for submission of Bids/Tenders i.e. **Manual** and **e-tender** will be in operation. The Bidders/LSMs may opt for **manual or E-tender** as per their convenience for resin extraction work **with contract value of less than Rs. 5 Lakhs only. Whereas, the Bids/tenders** for resin extraction work **with contract value of Rs. 5 Lakhs and above** will be received **only through e-tendering**.
  - 5.6 Each bidder shall submit only one Bid for each "item of work/Lot" on standard Bid Format/document.
  - 5.7 The bidder/LSM shall furnish complete address and all other information in the relevant space provided in Tender/Bid Format and shall strike off whichever is not relevant.
  - 5.8 If the specified last date for submission of Tenders/Bids is a holiday, in that case the manual Tenders/Bids shall be received in the office of Divisional Manager on the next working day till the prescribed document in clause 5.11 of this document.
  - 5.9 Any Tenders/Bids received in the Office of The Divisional Manager, Forest Working Division, \_\_\_\_\_, after the deadline for submission of Bids, shall not be considered/entertained.
  - 5.10 The Conditional Tenders/Bids or the Tenders/Bids received without EMD or through fax or E-mail, shall not be considered.

- 5.11 The tender documents complete in all respect including required **EMD** should be uploaded/submitted upto 2.00 p.m. on \_\_\_\_\_ which shall be opened on the same day at 2.30 p.m. in the presence of the tenderer(s) who may wish to present.
- 5.12 The Bidder/LSM shall quote the quantity of „Pure Resin“/„Net Resin“ per section(1000 resin blazes), shall extract and supply to the prescribed Road Side Depot of the H.P. State Forest Development Corporation Ltd. and further transport to R&T Factory,\_\_\_\_\_ after obtaining transit pass under the relevant Transit Rules.
- 5.13 The Bidder/LSM shall quote the quantity of „Pure Resin“/„Net Resin“ promise to extract from the Resin lot at the end of Resin season and carry it to the given destination, in quintals per section up to ONE DIGIT after decimal ( e.g. 47.1 or 47.2 and not 47.106 or 47.206). The tenders/bids received as shown in the examples e.g. 47.106 or 47.206 will be rejected.
- 5.14 The quantity of “Pure Resin”/”Net Resin” **quoted by the Bidders/Contractors/LSMs will be evaluated against a maximum limit of (+) 20% against the bare/reserved quantity per section fixed by the Management.** The power to change the above mentioned maximum limit will rest with the Management.
- 5.15 The quantity of „Pure Resin“/„Net Resin“ quoted by the Bidder/LSM, shall be extracted, carried from forest to the prescribed RSD of HPSFDC Ltd and transported to R&T Factory within 7 days filing which penlity @ Rs. 500/- per day after expiry of 7 days period will be levied after serving of notice to the tenderer/bidders for explaining the reasons for delaying in dispatch of resin. If the reasons advanced are convincing, the Divisional Manager may condone the delay upto 10 days in addition to 7 days.
- 5.16 The quantity of „Pure Resin“/„Net Resin“ shall be the quantity of “Resin” obtained after deducting the quantity of “SAKKI” (physical impurities) found in the resin extracted by the LSM and reported by the concerned “Rosin and Turpentine Factory” of HPSFDC Ltd., where the quantity of “Resin” shall be processed.
- 5.17 The correction(s) made by the bidder in Bid/Tender document, if any, **especially, entries relating to the Quoted quantity as well as rate per quintal**, should be made by crossing out the incorrect entry (ies) and should neatly re-write the corrected entry(ies) and should be duly attested by the Tenderer/Bidder.
- 5.18 The Tender document complete in all respect including required **EMD** must reach in the office of the DIVISIONAL MANAGER, FOREST WORKING DIVISION,\_\_\_\_\_, not later than the time and date specified in letter of invitation of Bids and shall seal Bid/Tender in an envelope addressed to the **DIVISIONAL MANAGER, FOREST WORKING DIVISION**,\_\_\_\_\_, and the outside of the envelope will also bear the following identification on the top of the envelop, as :**Bid for \_\_\_\_\_(No. & Name of the item of Works) Do not open before \_\_\_\_\_(Date & Time of opening of Bids).**
6. **Validity of Bids/Tenders:** The quantity and rate quoted by the successful bidder in Bid document shall remain valid for a period of 30 days from the date of Bids/Tenders. Whereas, on mutual agreement of both parties, this period can be extended up to 7 days. However, the Managing Director/Director/Divisional Manager shall also have the rights to reject any or all offers without assigning any reason thereof.
7. **Opening and Evaluation of Bids/Tenders :** All the Tenders/Bids submitted/uploaded by the bidders shall be opened and evaluated in the office of the DM, FWD, \_\_\_\_\_ in presence of the

tenderer/bidders who wish to remain present during this process, as per the schedule notified in the letter of invitation of Tenders/Bids.

- 7.1 *In case, the day of 'opening and evaluation of Bid/Tenders happens to be a holiday, the whole process of 'opening and evaluation of Bid/Tenders' will commence on the next working day with the same schedule for which no separate notice or order shall be issued.*
- 7.2 The *Bids/Tenders* will be opened in presence of the bidders or their authorized representatives who wish to attend this process on the scheduled date and time and at the place specified in the notice for invitation of *Bids/Tenders*. However, *'opening and evaluation processes'* shall not be delayed or deferred for want of attendance of the bidders at scheduled time.
- 7.3 The *Bids/Tenders* received after the expiry of the Schedule for its submission or received without required EMD shall not be considered.
- 7.4 The *Bids/Tenders*, not received on prescribed "Tender Document" (Tender/Bid Format) or/and are incomplete, shall not be considered.
- 7.5 The Conditional Tenders/Bids or the Tenders/Bids received through fax or E-mail, shall not be considered.
- 7.6 The Tenders/Bids quoted 30% and above in each item below the **bare rates per section fixed by the Management and greater than 20% above per section(1000 resin blazes) of resin yield** will be ignored/rejected.
- 7.7 The *Bids/Tenders* with cutting/overwriting in "quoted quantity" may not be accepted. However, such cutting/overwriting in Bid/Tender document duly attested by the bidder(s), shall be considered. In case of dispute on this account, the Divisional Manager shall decide the matter on merit at the time of "opening and evaluation process" and his decision shall be final and binding on all concerned.
- 7.8 Submission of false information(s) and/or document(s) shall automatically lead to cancellation of the *Bid/Tender* of the Bidder and such cancellation of the *Bid/Tender* shall not prejudice any criminal proceedings that may be initiated against the bidder.
- 7.9 All the *Bids/Tenders* received before the expiry of scheduled time and date specified in the tender notice shall be opened and evaluated and a **comparative chart/statement shall be downloaded to select the bidders with combined score like a "Quality Cost Based System"(QCBS) by the Divisional Manager.**
- 7.10 The *DM FWD* will evaluate and compare only those *Bids/ Tenders* which have been determined to be responsive by him.
- 7.11 The bidders who attend the *Bid/Tenders* opening process shall append their signature on the office copy of these tender conditions.
- 7.12 The negotiations, if required, shall be held with the, L-1 with combined score immediately after the completion of the "opening and evaluation process" in the above manner.
- 7.13 The negotiations will be held only with lowest tenderer(s)/Bidder(s) with combined score.

7.14 In case of ‘tie’ with combined score, the same may be decided by draw of lot in the presence of tenderer(s)/bidders/LSMs who participated for the same lot in order to have transparent working.

7.15 But, if the issue still remains unresolved after application of above principles, the work shall be awarded to one of the bidder with better capability (a) such as his previous performance with the HPSFDC Ltd. and (b) his experience in the field of resin extraction. Preference will be given to the L.S.M. who has already satisfactorily worked with the HPSFDC as assessed by the Divisional Manager, Forest Working Division and his decision shall be final.

7.16 The bidder, whose bid/Tender has been accepted, may prior to expiry of the validity period be notified about acceptance of tender/bid and bidder shall have to deposit required performance security as laid down in following clause(s) in the desired manner, within 5 days of the receipt of letter/Notice of acceptance of bid.

7.17 After completion of the “opening and evaluation process”, the EMD of all other **unsuccessful tenderer(s)/bidders** shall be returned under proper receipt. Whereas, the EMD of the successful tenderer(s)/bidder(s) shall be converted in to “Performance Security”. Whereas, in case the amount of EMD is less than the „Performance Security“ the EMD of the successful Bidder shall be retained by DM FWD until the required Performance Security is deposited by the successful bidder in the desired manner as laid down in the following clauses.

8. **Performance Security:** The successful tenderer/bidder shall have to deposit required performance security in the desired manner, within 5 days of the receipt of letter/Notice of acceptance of tender/ Bid. The amount of the **Performance Security shall be as under:**

<b>Contract Value</b>	<b>Amount of the Earnest Money</b>
Up to Rs. 5.00 lakh.	10% of the contract value
Exceeds Rs. 5.00 lakh & up to Rs. 10.00 lakh	Rs. 75,000/-
Exceeds Rs. 10.00 lakh & up to Rs. 20.00 lakh	Rs. 1,00,000/-
Exceeds Rs. 20.00 lakh & up to Rs. 50.00 lakh	Rs. 1,50,000/-
Above Rs. 50.00 lakh	Rs. 2,50,000/-

8.1 In case, the successful Bidder/LSM fails to deposit required performance security within the stipulated period, the EMD of the Bidder/LSM may be forfeited to the HPSFDC Ltd.

8.2 The performance Security will be released after successful completion of awarded contract strictly and receipt of final sakki analysis report from the concerned factory as per the “Terms and Conditions” and after due verification/ recommendation by the concerned field officials.

9. **Award of contract:** The successful bidder(s) notified about the acceptance of *Bid/Tender* and have deposited required performance security in the desired manner, shall be awarded Resin extraction work on the following terms and conditions:

9.1 In case the successful Bidder/LSM fails to execute the work allotted to him/them, the HPSFDC Ltd. reserves the right to execute the work at any stage to avoid pilferage, theft or any other losses at the risk and cost of the successful bidder/LSM as per terms and condition of the Agreement Deed executed between the successful bidder(s).

9.2 The successful Bidder/LSM after having deposited required „Performance Security“ in the desired manner shall have to enter into an agreement within 7 days from the communication of acceptance of the bid and in case of failure to do so his earnest money

shall be forfeited and the communication of acceptance of the Tender/Bid shall be deemed to be withdrawn/cancelled and the lot may be re-auctioned/tendered at the risk and cost of successful bidder/LSM.

- 9.3 The bidder whose bid has been accepted and has deposited the required performance security in the desired manner and has also signed the agreement deed, may be notified of the award of contract and the terms of the accepted offer shall be incorporated in the award of work.
- 9.4 The contract shall not be transferable in any form without the prior approval of the Divisional Manager.
- 9.5 The successful Bidder(s)/LSM(s) shall have to start the work earnestly within 7 days after the date of award of work.
- 9.6 In case, *the successful Bidder(s)/LSM(s) fails to start the awarded work within the stipulated period*, the award of work is liable to be cancelled *and besides forfeiture of the security of the LSM, execution of work may be carried out either through any other contractor/LSM or the work is taken up by us at the risk and cost of the successful Bidder(s)/LSM(s).*
- 9.7 In case, after the award of work or in the opinion of the DM, the successful Bidder(s)/LSM(s) fail(s) to start the work earnestly within the stipulated period or does not execute the work in a thorough and earnest manner and fails to improve the work after issue of 7 days notice, the DM shall have the right to cancel the contract, confiscate the empty tins, tins filled with resin, tools along with the produce and make alternative arrangements for completion/execution of allotted work along with forfeiture of security and amount payable to him in favour of the HPSFDC Ltd.
- 9.8 The successful Bidder(s)/LSM(s) will have to complete the allotted work within the stipulated period and in case the successful Bidder(s)/LSM(s) abandons the work in between or there is inordinate delay in its execution to the extent that the DM is convinced that LSM will not be able to complete the work within a stipulated period and in required manner, under such situation the DM shall have the right to take over and complete the remaining work at the risk and cost of the LSM and shall also attract penal provisions as laid down in following clauses.
- 9.9 If the successful Bidder(s)/LSM(s) fail to start or complete the allotted work within stipulated period, a penalty @ 0.1% per day of the total value of the awarded work, rounded off to next hundred, shall be charged from the LSM up to next 10 working days. The penalty after 10 working days shall be charged at the enhanced rate of 0.5% of the Total Value of the awarded work rounded off to next hundred, per day till the work is either started or completed, as the case may be, by the successful Bidder(s)/LSM(s) or the allotment of work is cancelled after serving 7 days notice and the work/remaining work is completed *at the risk and cost of the successful Bidder(s)/LSM(s) either through other Agent/LSM or through some other efficacious manner as deemed appropriate by the DM in the overall interest of the HPSFDC Ltd.*
- 9.10 In case, the amount of recovery exceeds the dues of the bidder, HPSFDC Ltd. through DM shall have the right to effect recovery of the remaining outstanding amount from the LSM by way of recovery of Revenue arrears or through other available means as per law of the land.

- 9.11 No advance payment will be made to the successful Bidder(s)/LSM(s). However, running payment up to 80% of the total value of work done will be made to LSM (S) after due verification of the work done (extraction, carriage from forest to RSD) by the Assistant Manager concerned. The remaining 20% amount shall be paid after successful completion of the awarded work & receipt of final sakki analysis report from the R & T Factory concerned and submission of required EPF due dues paid in full and payment made to all the labourers/stores etc.
- 9.12 The successful Bidder(s)/LSM(s) shall be paid up to 80% of the work done amount as running payment(s) against the “work done” for this purpose shall mean quantity of resin and its carriage up to given destination as provided in the tender document. Thus, any part of the work done excluding carriage of resin to the desired destination shall not qualify for 80% payment against work done. The remaining 20% amount/the final payment for extraction and carriage of Net/Pure Resin shall be made after successful completion of the awarded work and by deducting the percentage of “SAKKI” and other impurities determined in the R&T Factory, duly verified by the concerned R&T Factory of HPSFDC.
- 9.13 In case of breach of any condition of Tender for which no specific provisions have been made in, a penalty not exceeding Rs.6000/- may be imposed for every such breach. However before imposing such penalty, the successful Bidder(s)/LSM(s) will be given an opportunity for explaining position. The decision of the DM in this regard will be final and thereafter no correspondence/objection on this account will be entertained.
- 9.14 The forfeiture of performance security for breach of “Terms and conditions” shall not prejudice any other just and proper action against the successful Agent(s)/LSM(s).
- 9.15 The successful Agent(s)/LSM(s) will enroll for an independent E.P.F. number under the Employees provident Fund Scheme and will remit E.P.F of Labourers and his/their share along with administrative charges to the E.P.F. authorities, at the prevailing rates as per rules/act in vogue. The successful Bidder(s)/LSM(s) will be responsible to send all returns regularly to the E.P.F. authorities and copy thereof to the DM. The successful Bidder(s)/LSM(s) will also provide a copy of roll-call register showing wages of labours every month to the DM. In case of failure of remitting the E.P.F. dues on time, the DM shall be competent to deduct the E.P.F. dues from the work bills of the successful Bidder(s)/LSM(s) and deposit with the EPF authorities being principal employer.
- 9.16 However, the successful Bidder(s)/LSM(s) who do not have EPF Number can also participate in the tender but shall have to register within 3 months, with the concerned authority and the DM shall have the right to deduct the amount of provident fund as applicable and shall be deposited with the concerned authority for the intervening period.
- 9.17 The successful Agent(s)/LSM(s) is/are required to Registered under the Labour Contract Act, 1970 and HP Contract Labour (Regulation & Abolition) Rules-1974 with the Labour Officer & shall produce its copy to the DM within 3 months of the date of issue of award of work.
- 9.18 The successful Agent(s)/LSM(s) is/are required to obtain license under the Labour Contract Act, 1970 & Inter State Migrant Workmen (Regulation of Employment & Conditions of Services Act, 1997) from the Labour Officer & shall produce the same to the DM within 3 months of the date of issue of award of work.

- 9.19 The successful Agent(s)/LSM(s) shall have to engage his own labour, trucks, tools, and machinery etc., for completion of allotted work and shall have to employ local labour so far as possible.
- 9.20 In case the successful Agent(s)/LSM(s) fails to do the needful w.r.t. the provisions contained in clause 10.16, 10.17, 10.18, 10.19 & 10.20 within the stipulated period, besides cancellation of the work allotted, performance security and any amount payable to him on account of work done shall be forfeited and the work/remaining work shall be completed at the risk and cost of the successful Agent(s)/LSM(s).
- 9.21 The successful Agent(s)/LSM(s) shall disburse wages to the labourers regularly and in no case shall such wages be withheld beyond one month. If any complaint regarding non-payment of wages comes to the notice of Divisional Manager, he shall be at liberty to disburse such wages directly to the labourers out of the payment due to the Agent(s) after serving of 7 days notice.
- 9.22 The successful Agent(s)/LSM(s) shall pay the minimum wages to the labourers and shall also comply the provisions of all applicable labour laws including Industrial Dispute Act, 1947 or as may be notified/amended from time to time and LSM shall be bound to abide by all labour/ welfare laws enacted or amended from time to time.
- 9.23 The successful Agent(s)/LSM(s) will submit a list of the workers/majdoors engaged for the execution of allotted work within 7 days of the start of work.
- 9.24 The successful Agent(s)/LSM(s) shall also be responsible to submit a list of change/replacement of the workers/ majdoors, either disengaged or newly engaged from time to time, within 7 days of each change/replacement.
- 9.25 The successful Agent(s)/LSM(s) or his/her/their employees or labour/labourers are not permitted to take or kindle fire in the lot allotted him/them. In the event of the fire breaking-out in the forest/lot due to the negligence of the Agent(s) of his/their employees or labour(s) the successful Agent(s)/LSM(s) shall be held responsible for damage and shall be also be liable to prosecution etc. under the relevant Indian Forest Acts/Laws.
- 9.26 In case, any fire, what-so-ever cause, breaks-out in the forests in which the successful Agent(s)/LSM(s) are carrying out operations, his/their employees or labour/labourers shall immediately proceed to the site of fire and mobilize all resources to extinguish the same with utmost speed.
- 9.27 To save the resin from fire, theft etc. the successful Agent(s)/LSM(s) shall have to stack the resin filled containers at safe place selected by the Assistant Manager or his duly authorized subordinate.
- 9.28 Labour deployed by the successful Agent(s)/LSM(s) will take all precautions against fire. Any sort of negligence or failure on the part of labourers deployed by the successful Agent(s)/LSM(s) will be personal responsibility. However, in case of fire, the successful Agent(s)/LSM(s) and his labour working in the Resin Lot shall be bound to render all possible help in extinguishing the fire.
- 9.29 It will be the responsibility of the successful Agent(s)/LSM(s) to clear all the dues of the labour at his level on regular basis and any complaint on this account shall have to settle within a week. And in case, the dispute is not settled by the LSM, Divisional Manager

shall have the right to deduct equal amount from the remaining amount of the bill, if any, including 20% withheld amount of the contractor and shall be paid to the concerned labourer(s). In case the labour claims any kind of benefit(s) under any applicable act/rules of Central/State Govt., the contractor shall have to settle the issue at his level and the HPSFDC Ltd. or any of its officials, directly or indirectly, shall not have any responsibility on this account.

- 9.30 The successful Agent(s)/LSM(s) shall be required to get the work executed irrespective of the vagaries of nature viz rains/, hot/cold weather etc. and no excuse of the contractor or his labour at later stage will be entertained on this score.
- 10 **Defect Liability:** The successful Agent(s)/LSM(s) will be responsible for any kind of damage in the lot. Any illicit tapping, damages to the trees by tapping which is not in accordance with the instructions and other acts of omission and commissions in contravention of the provisions of the Indian Forest Act, 1927 will be offence under the said Act. Besides other provisions made under this Tender notice, the Agent(s) shall have to pay compensation as may be assessed by the Forest Department.
- 11 **Miscellaneous :** Miscellaneous condition have been laid down to cover various other aspects for procurement of Works, as:
- 11.1 The DM may impose any other condition required to be added due to unforeseen reasons or confide errors/mistake, if any, and shall be displayed on the notice board of office before the expiry of the schedule for submission of Bids. However, the Bidder who submits Bid(s) prior to the date of imposition of such new condition shall have the option to withdraw his bid(s) by submitting an application to this effect to the undersigned before the “Opening and Evaluation Process”. However, no request in this regard will be considered after the start of the “Opening and Evaluation Process”.
- 11.2 The “stipulated period” shall be reckoned from the date, whichever is earlier of, either actual date of the delivery of letter/ award of contract/notice to the successful Bidder/contractor through fax, e-mail, by post, by hand or by some other means or 7 days from the date of dispatch of the letter/notice etc from the DM or other office of the HPSFDC Ltd., concerned with this work.
- 11.3 The officer/staff of the HPSFDC Ltd. and the Forest/Police Department shall have due access to inspect and examine the working of the successful Bidder(s)/LSM(s) and resin depot and resin collection account and the successful Bidder(s)/LSM(s) will have no objection .
- 12 **All material required including acid solution,** Empty tins, tools and implements required for resin filling and extraction works shall be arranged and maintained by the successful Bidder(s)/LSM(s) at own cost. The tins should be of following specification and after supply the tins at specific RSD of lot, the entry of receipt of empty tins will be made by lot In-charge as per existing procedure. The tins will be issued after proper numbering serially.
- 12.1 The empty tins with minimum size of 32x23 Cms.( with a bung hole having 4cm-5 cm.dia at one corner) having minimum 17 Kg. capacity shall be arranged by the successful Bidder(s)/LSM at prescribed RSD.

- 12.2 The successful Bidder(s)/LSM(s) shall carry only passed empty tins to the Forest (Lot) and each passed tins shall bear the property mark and shall be duly serial numbered. Only such tins shall enter in the forest/lot which has been inspected/passed and marked by lot In charge or any other official authorized by Divisional Manger.
- 12.3 The successful Bidder(s)/LSM(s) shall maintain record and account of each and every passed tins entering into the forest.
- 12.4 The successful Bidder(s)/LSM(s) shall render account of the tins entering in to the forests to the representative of the Corporation as soon as the tins passed and taken in to the forest on the lines prescribed by the DM or his authorized officer.
- 12.5 For any un-accounted storage of empty tins or any un-stamped tin/container, the successful Bidder(s)/LSM(s) shall be liable to pay compensation to the Corporation @ Rs.1000/- per tin.
- 12.6 Resin so extracted shall be filled only in the passed/property marked tins. In case any resin filled container in excess of that accounted for or any un-stamped container is found in the forest/lot, the same shall be confiscated along with resin filled in it and the successful Bidder(s)/LSM(s) shall be liable to pay compensation to the Corpn. @ Rs.1000/- per tin container and no payment will be made to him for quantity of resin extracted and filled in it. However, this action will not prejudice any other legal action against the successful Bidder(s)/LSM(s) as deemed appropriate by the DM.
- 12.7 The soldering of the mouth of resin filled tins will be done by the successful Bidder(s)/LSM(s) at his own cost after the resin tins have been filled, inspected and delivered to Depot In charge and if such tins are found unsoldered before handing over the same to the depot In-charge, Rs. 7/- per tin would be deducted from the payment of successful Bidder(s)/LSM(s) for unsoldered tins.
- 12.8 In case the trees bearing resin blazes are rendered unfit for tapping during the contract period owing to natural calamities, such as storm, fires etc. or otherwise not available for tapping due to various development activities in the locality or for some other reason beyond the control of the successful tenderer(s)/bidders, duly acknowledged by the MD/Director/DM, the Managing Director/Director/DM may at his discretion allow such proportionate reduction in the quantity of resin to be extracted which he thinks appropriate.
- 12.9 The responsibility of setting-up of crop damaged by fire etc. will be that of the successful Bidder(s)/LSM(s) and the HPSFDC Ltd. shall not pay any cost towards it. All material required for re-crop setting of resin blazes will be arranged by the successful tenderer(s)/bidder.
- 12.10 The period of the contract shall be **up to 15.12.2022 or up to the extended period duly allowed by the competent authority** by which date all the resin shall be cleared from the forest and delivered at the prescribed roadside depots. However, the period of carriage to roadside depots beyond this date may be extended up to 31.12.2022 by Divisional Manager at his sole discretion failing which the work will be got done at the risk and cost of the successful Bidder(s)/LSM(s).
- 12.11 **The tapping season 2022 shall be as follows: -**
- a) Setting up of Crop shall be completed up to 15th March 2022. However, in case, the date of allotment of work falls after 5th March, the setting up of crop will have to be completed within 10 days from the date of allotment of work and the last date for

setting up of crop shall be deemed to have been extended by corresponding number of days beyond 15th March.

b) Tapping period shall be up to 15<sup>th</sup> November, 2022.

c) Scraping and final collection from trees shall be up to 30<sup>th</sup> November, 2022.

- 12.12 Tapping and collection of resin shall be in accordance with the instructions governing "Rill Method". New channels will not be started unless the previous one has been tapped for 5 years. Provided that in exceptionally steep areas, on an application to the Divisional Manager, who may permit tapping of such blazes on steep hill four years only.
- 12.13 The successful Bidder(s)/LSM(s) shall deliver resin collected in any particular date of collection provided that the D.M. may extend this period for the reasons to be recorded in writing. In the event of failure of the successful Bidder(s)/LSM(s) to deliver the collected resin in time and at the approved depots, the Divisional Manager may take-over the resin so collected from the forest lying anywhere and arrange to deliver the same at the cost of Agent(s) at desired destination.
- 12.14 For tapping the blazes by "RILL METHOD" the instructions laid-down in the pamphlet as "Tapping of resin in Chil and Blue Pine" by college of Forestry, Dr. Yashwant Singh Parmar University of Hort. and Forestry, Solan shall have to be followed by the successful Bidder(s)/LSM(s) to get the best results. A copy of the said pamphlet **can be obtained from the office of the undersigned** free of cost.
- 12.15 All produce/stores of this contract shall remain at the risk and cost of the successful Bidder(s)/LSM(s) from the date of signing of agreement-deed till it is delivered/returned to the concerned official of the HPSFDC Ltd. as per terms and conditions and the successful Bidder(s)/LSM(s) shall take sufficient precautions to protect the produce/stores from any loss or damage.
- 12.16 For unauthorized removal/loss of resin by theft or by any other cause from the forests or in transit, either deliberately, accidentally or negligently, the successful Bidder(s)/LSM(s) shall be liable to pay compensation at the rate, which will be fixed by the Head Office for the quantity as may be assessed by the DM concerned of the Corporation.
- 12.17 The successful Bidder(s)/LSM(s) shall keep the resin stored in the forest or in transit, only at the places approved by the DM or AM concerned. The resin will be carried from the roadside depots, only through the route approved by DM or concerned AM. The Agent(s) shall not store the resin at any unauthorized place either in depot or in transit. For breach of these conditions, resin so misdirected/stored unauthorized may be taken-over together with the tins/containers and the successful Bidder(s)/LSM(s) shall not be paid any cost for the extraction, carriage etc. Divisional Manager shall be at liberty to cancel the contract and forfeit the security money and payment due to the successful Bidder(s)/LSM(s) at his discretion, if the resin is found misdirected/stored unauthorized.
- 12.18 At the closing of resin season all the balance store, items i.e. empty tins and acid will be handed-over to the lot In charge by the successful Bidder(s)/LSM(s).

- 12.19 In case the successful Bidder(s)/LSM(s) fail(s) to extract the minimum yield quoted for the Resin lot, compensation at the rate which will be fixed by Head Office shall be recovered from the LSM(s).
- 12.20 However, compensation for shortfall in extraction from 1% to 10% may be waived-off on the recommendation(s) of the Divisional Manager by the Managing Director/Directors of the Corporation with self speaking order at his sole discretion, if he is satisfied that the decrease in yield is on account of circumstances beyond the control of the successful Bidder(s)/ LSM(s).
- 12.21 In case any successful Bidder(s)/LSM(s) is/are noticed indulging in mixing of other impurities in the resin or resin extracted and delivered by him or his labour, has impurities, he shall be liable to be black listed apart from other penalty.
- 12.22 The Divisional Manager or his staff shall have the right to give any other instructions to the successful Bidder(s)/LSM(s) in order to ensure the proper works/supervision.
- 12.23 Any direction/notice/instructions given to the employees/labourers of the successful Bidder(s)/LSM(s) who are/were employed shall be deemed to have been given to the successful Bidder(s)/LSM(s) and on the same date on which it was given the employees/labourers.
- 12.24 The amount of compensation/damage etc. arising out of these conditions shall be the first charge and shall be recovered from the payment due to the successful Bidder(s)/LSM(s) or security money together with interest accrued thereon and/or by any process of law.
- 12.25 The successful Bidder(s)/LSM(s) shall have no objection to the acts done by the HPSFDC Ltd/Forest Department of Forests or any other Govt. Department, in pursuance of these conditions contained in entire provision of law/directions.
- 12.26 Any compensation etc. due under any of these conditions/clauses shall be independent and without prejudice to any other compensation etc. due under any other conditions/clauses.
- 12.27 The final payment of the successful Bidder(s)/LSM(s) will be made only after due satisfaction of the HPSFDC Ltd. that the successful Bidder(s)/LSM(s) has/have discharged all obligations/liabilities towards labour/workmen/employees and to the HPSFDC Ltd.
- 12.28 The successful Bidder(s)/LSM(s) shall be responsible for all acts done by him/his employees/workmen etc.
- 12.29 The HPSFDC Ltd. has right to blacklist the successful Bidder(s)/LSM(s) for the breach of any of the conditions.
- 12.30 Court proceedings, if any connected with this agreement shall be subject to the jurisdiction of competent court in H.P.
- 12.32 The DM reserves the right to accept or reject any or all the Bids without assigning any reason.
- 12.33 The competent authority of HPSFDC, Ltd. reserves the right to modify any of the condition of this Bid/ Tender document without assigning any reason.

- 12.34 Notwithstanding the above, prior to award of contract, the DM reserves the right to cancel the bidding process and reject all bids at any stage of the bidding process.
- 12.35 The interpretation of any of the condition laid down for procurement of works, the decision of Managing Director, HPSFDC, Ltd, Shimla, shall be final and binding on the party.
- 12.36 Any dispute or difference which may at any time arise between the parties relating to or arising out of work to execute by the Contractor(s)/Labour Supply Mate(s) shall be subject to the Arbitration and Conciliation Act, 1996, as may be amended from time to time.

Reference of any such dispute shall be made to the Managing Director, H.P. State Forest Development Corporation Ltd., Shimla along with express written consent of both the parties endorsing a name of sole Arbitrator or authorizing the Managing Director to appoint a sole Arbitrator, in conformity with the proviso of section 12 (5) of Arbitration and Conciliation Act. The appointment of Arbitrator so made by the Managing Director shall be final and binding on both the parties and the appointed shall not be disqualified on the grounds that his/her relationship with one of the parties falls under the categories specified in the Seventh Schedule of the Act.

- 12.37 All legal disputes, if any, arising out of this Bid Notice for purchase/procurement of Works, will be settled within the jurisdiction of the Judicial Court(s) in Himachal Pradesh.
- 12.38 The terms and conditions specified here in above agree to by the successful Bidder(s)/LSM(s) shall constitute and form part of agreement with the Managing Director, HPSFC Ltd; Shimla/ Director and concerned DM, as the case may be on acceptance of bid/tender. However, successful Bidder(s)/LSM(s) shall have to sign a separate agreement-deed.
- 12.39 The successful Bidder(s)/LSM(s) should have his account in any nationalized bank, covered under RTGS/NEFT-facility and shall provide a copy Bank pass book containing information about Bank Account No. with Name of the bank and branch along with IFSC to enable make payment through e-banking.
- 12.40 The watch & ward at all the stages of the Resin so extracted from the Forest/Lot will be the responsibility of the concerned successful bidder(s)/LSM, till its delivery at prescribed RSD of HPSFDC Ltd. Nothing shall be paid extra on this account by the HPSFDC Ltd to the successful bidder(s)/LSM.
- 12.41 The rates of extraction of resin to be paid to the successful tenderer will be in accordance with the rates shown in the award letter/agreement.
- 12.42 Successful bidder(s)/LSM shall take every precautionary measure to ensure safety of the labour deployed on Resin Extraction, Carriage and Transportation works by providing all required safety equipments etc. to the labourers.
- 13 Labour Supply Mate(s) who has/have failed due to their carelessness or negligence to achieve the fixed target of resin extraction continuously for more than two seasons in the past and have also willfully failed to compensate the Corporation for shortage shall not be eligible to participate in the future tenders for resin extraction till the dispute is finally settled.
14. All payments made to the Labour Supply Mate/Contractor in pursuance of this agreement shall be inclusive of all taxes/fees.

15. Payment of GST (Goods & Services Tax) shall be the sole responsibility of the Labour Supply Mate/Contractor. In case the same is not applicable on the services/goods provided by the Labour Supply Mate/Contractor or the total turnover of the Labour Supply Mate/Contractor is less than the threshold limit he shall submit an affidavit/declaration to this effect in the enclosed form.
16. The Composite Tender Evaluation System which take into account impact of both yield as well as rate with an equal weight age to both i.e. 50% weight to both, just like a “Quality Cost Based System”(QCBS) evaluation system. The bids are to be evaluated as are follows:-

First the yield shall be evaluated and highest score allotted to the bidder offering highest yield (but within permissible limit as stated above.)

Bench mark yield	= 'X' Qtls/section (1000 resin blazes)	=45 Qtls.
Say bidder 1 offers 'A' Qtls/section		= 52 Qtls.
Say bidder 2 offers 'B' Qtls/section		= 50 Qtls.
Say bidder 3 offers 'C' Qtls/section		= 47 Qtls.

Where  $A > B > C$  or 'A' is highest

Yield based score will thus be:-

Bidder 1	$= \frac{A}{52} \times 100$ or $\frac{52}{52} \times 100$	=100
Bidder 2	$= \frac{B}{52} \times 100$ or $\frac{50}{52} \times 100$	=96
Bidder 3	$= \frac{C}{52} \times 100$ or $\frac{47}{52} \times 100$	=90

Secondly, the rate base score is determined as follows:-

Bench mark rate	= Rs. 'X' per quintal.
Say Bidder 1 offers	= Rs. 'P' per quintal or say Rs. 1000/-
Say Bidder 2 offers	= Rs. 'Q' per quintal or say Rs. 2000/-
Say Bidder 1 offers	= Rs. 'R' per quintal or say Rs. 3000/-

Where  $R > Q > P$  or 'R' is the highest offered.

Rate based score will thus be:-

Bidder 1	$= \frac{P}{1000} \times 100$ or $\frac{1000}{1000} \times 100$	=100
Bidder 2	$= \frac{Q}{2000} \times 100$ or $\frac{1000}{2000} \times 100$	=50
Bidder 3	$= \frac{R}{3000} \times 100$ or $\frac{1000}{3000} \times 100$	=33

Now combine the yield based score and rate based score with both having the same weight that is 50% :-

Particulars	Yield based score and rate based score with 50% in each	Combined score	Bidders Rank
Bidder 1	$\frac{100 \times 50 + 100 \times 50}{100 \quad 100}$	100	Lowest 1
Bidder 2	$\frac{96 \times 50 + 50 \times 50}{100 \quad 100}$	73	Lowest 2
Bidder 3	$\frac{90 \times 50 + 33 \times 50}{100 \quad 100}$	61.50 or say 62	Lowest 3

Divisional Manager,  
Forest Working Division

Certified that I/we have carefully read the terms and conditions of resin extraction and understood in their own local language and will abide by the same. I/we put our signatures in token thereof as under:-

Sr. No.	Name & Full address of tenderer(s)/bidders.	Mobile No.	Signatures.