OFFICE OF THE DISTRICT AND SESSIONS JUDGE, SHIMLA, H.P. -171005.

No. DSJ/SML/CM/J.O./J.E.Hostel/2025-
Dated: Shimla-5, the 28th May, 2025.

LAST DATE OF TENDER- 28.06.2025.

Tender Notice Inviting Quotations for hiring Consultancy Services for diversion of Forest land for non-forest purposes under the Forest (Conservation) Act, 1980, viz. Construction of Judicial building infrastructure at various places in Civil and Sessions Division, Shimla.

Separate sealed quotations are invited by the District and Sessions Judge, Shimla, from reputed agencies/ firms for hiring Consultancy Services to prepare FCA proposal(s) for obtaining forest clearances from the MoEFCC or any other competent Authorities, under Forest (Conservation) Act, 1980, for diversion of forest land for non-forestry purpose i.e. construction of Judicial building infrastructure in the Civil and Sessions Division, Shimla, at Shimla and Rohru, initially for a period of one year from the date of execution of agreement/ contract which term may be extended on yearly basis, subject to consent of both parties, description whereof is as under:

Sr. No.	Place/ Location	Purpose	Description of Forest land to be diverted in the name of Judiciary.
1.	Shimla	i. Construction of hostels/ residential accommodation for Judicial Officers.	i. Land comprised in Khasra No. 7/4/1, situated in Mohal Reserve Forest Sandal in Patwar circle Totu, area measuring 02-45-91 hect.
		ii. Construction of hostels/ residential accommodation for Judicial Employees of the District Court, Shimla.	ii. Land comprised in Khasra No. 360, situated in Mohal Sankat Mochan, Tehsil Shimla (Rural), measuring 01-42-54 hects.
2.	Rohru	Construction of Additional Court Building and hostel/ residential accommodation for the Additional District and Sessions Judge, Rohru.	Land comprised in Khasra No. 1273 to 1281 & 1283 to 1287, area measuring 1235-18 sq. metres (0-12-35 hect.), located at Chak Nagar Panchayat Gangtoli, Tehsil Rohru, Distt. Shimla.

Two separate sealed envelopes should be used for submitting **(i) Technical bid, as per enclosed format "Annexure-A"** consisting of all relevant details along with commercial terms and conditions; and Earnest Money Deposit **(ii) Financial bid, as per enclosed format "Annexure-B"** indicating the cost of services mentioned in the technical bid. Preference will be given to the firm or contractor having experience in the relevant field.

The bidders are required to submit physical copy of the Technical bids and Financial bids along with hard copy of the instrument submitted against earnest money in the sealed envelope by way of post or by hand to the District and Sessions Judge, Shimla, H.P., on or before **28.06.2025, up to 04:00 P.M.**

पत्र संख्या / जिससे प्राप्त हुआ
प्राप्ति रसि

The bidder shall have to furnish **earnest money deposit (EMD) i.e. 5% of the tendered amount** in the form of Demand Draft/ FDR duly pledged in the name of the "District and Sessions Judge, Shimla, Himachal Pradesh". However, exemption in depositing EMD is applicable for MSME registered firms. The earnest money of unsuccessful tenderer shall be returned within a reasonable time. No interest will be payable on the amount of the EMD. The EMD of successful tenderer shall be returned after furnishing of requisite Performance Security within the stipulated period.

The Bid Security (EMD) may be forfeited:-

If a bidder withdraws his bid or increases his quoted prices during the period of Bid validity or its extended period, if any; or in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security/ Bank Guarantee within the specified duration.

The Bidders are expected to examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all the information required in the bidding Documents or submission of a Bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result into rejection of the Bid. The Bid is liable to be rejected straightway without any intimation to the Bidder, if complete information as called for in the Tender Document is not given therein or if any particulars asked for in the Forms/ Proforma in the Tender are not fully furnished.

The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the Bid in original.

SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDER/BID

Sr. No.	Information	Details
1.	**Tender No.**	No. DSJ/SML/CM/J.O./J.E.Hostel/2025-
2.	**Tender Release Date.**	28.05.2025.
3.	**Tender Document Fee.**	-NIL-
4.	**Bid Submission Start Date.**	28.05.2025.
5.	**Last date for submission of pre-bid queries for clarifications only through e-mail.**	10.06.2025, up to 04.00 P.M. Email ID:- dsj.shimla@indiancourts.nic.in
6.	**Last date for submission of bids.**	28.06.2025, up to 04.00 P.M.
7.	**Opening of Technical bids.**	Date to be intimated later on.
8.	**Contact details and email id for queries.**	Telephone:- 0177-2832955. Email ID:- dsj.shimla@indiancourts.nic.in

SCOPE OF WORK AND TERMS & CONDITIONS :-

(a) Scope of Work:-

1. **Place of Work:** Consultancy Services for preparing proposals for the diversion of Forest land(s) for non-forest purposes under the Forest (Conservation) Act, 1980, viz. construction of hostels/ residential accommodation for Judicial Officers, construction of hostels/ residential accommodation for Judicial Employees of the District Court, Shimla, and construction of Additional Court Building and hostel/ residential accommodation for the Additional District and Sessions Judge, Rohru.
2. **Nature of Job:** Consultancy Services for FCA clearance.
3. **Time period for completion of work:** Six Months.
4. **Facilities to be provided by the Agency/ Firm/ Individual:** Consultancy services for FCA clearance shall include the following:-

1. Preparation of Maps and Documents (certified land schedule/ maps, DGPS survey, SAC Certification of Geo-referenced forest land map).
2. Preparation of land schedule of project area (class wise) with certified RoR (record of rights i.e. jamabandi and Sajra Nasab) copies.
3. Collection of forest land records of the area of interest (notified forest areas, DLC area etc.).
4. Verification of revenue land schedules with certified RoR for forest land and obtaining 25.10.1980 Certificate of Chief Secretary, H.P., as per guidelines.
5. Assessment of loss of forest from forest & revenue records.
6. Finalization of forest land schedule (village wise, RF wise) with summary.
7. Preparation of digitized village maps (after mosaic of corresponding cadastral map sheets showing project boundary and forest land proposed for diversion).
   - DGPS Survey of the diverted forest land as per MoEF & CC guidelines.
   - DGPS Survey of the diverted forest land involved in the project area as per SAC (Space Application Centre-ISRO) guidelines.
   - Technical support for verification and certification of the DGPS surveyed forest land maps at SAC.
   - Field demarcation and fixing of pillars on the boundary change points of the forest land (as specified by the concerned DFO).
   - Preparation of the Shape/ KML files of the SAC certified forest land boundary required to be uploaded during e-filing of the forest diversion proposal.
8. Preparation of unified cadastral map of the project area showing forest land proposed for diversion.
9. Computation of purpose-wise utilization of forest land for each unit of operation.
10. Project area map with a 5 KM buffer depicted on original Survey of India topo-map & resource Sat LISS-IV Imaginary in 1:25,000 scale.
11. Collection/ collation/ compilation of supporting documents to be provided by this office.
12. Compilation of FDP application, as per prescribed format with project

particulars to be provided by this office.

13. Authentication of enclosures by this office and concerned revenue authorities.
14. Identification and DGPS Survey of the Compensatory Afforestation (CAF land).
    - Identification of Compensatory Afforestation (CA) site.
    - Shortlisting of sites (non-forest Govt. land) from revenue records in District/ Tehsil offices.
    - Evaluation of sites identified for compensatory afforestation (CA).
    - Verification of maps record (including DLC, revenue record etc., if necessary).
    - Non-encroachment and on-encumbrance certificate from Tehsildar concerned for the site accepted by DFO.
    - Maps of compensatory afforestation on survey of India (SOI) Topo Sheet.
    - Suitability Certificate of DFO/ CF against the compensatory afforestation area on the land schedule, village sheets and field book.
    - DGPS Survey of the compensatory afforestation land involved in the project area as per SAC guidelines.
    - Technical support for verification and certification of the DGPS surveyed forest land maps of SAC.
    - Preparation of the Shape/ KML files of the SAC certified Compensatory Afforestation Land boundary required to be uploaded during e-filing of the forest diversion proposal.
15. Finalization of document along with all the required input data and supporting documents in requisite soft copy format.
16. E-Filing of the Forest Diversion Proposal in MoEF & Portal to facilitate electronic submission of Forest Diversion Proposal to Nodal Officer (Forest Clearance Act), PCCF Office.
17. Field verification, Enumeration, NPV computation.
    a) Demarcation of the forest area by pillar posting and enumeration of the trees over the proposed forest/ non-forest areas.
    b) Tree enumeration report preparation and authentication from concerned officials.
    c) Site inspection by DFO.
    d) NPV computation.
    e) Document verification report (Forest area in the project and its legal status with respect to Land Schedules as in Records, DLC Report & Forest department records).
    f) Incorporation of corrections/ changes (if any) as per feedback of DFO.
    g) Authentication of Land Schedule, Maps and relevant records of Part-I by the DFO.
    h) Approval of incorporation of SAC certified DGPS surveyed Geo- referenced forest land map and Compensatory Afforestation Area land map by the DFO.
    i) DFO authentication of Maps and Reports.
18. Assistance in preparation of Compensatory Afforestation Area Scheme by the concerned DFO.
19. Assistance to DFO for formulation of other supporting documents.

20. Assistance to DFO for formulation of other supporting proposals such as Wildlife management plan.
21. Transmission of FDP with DFO's report to the Conservator of Forest/ CCF.
22. Transmission of FDP with CF/ CCF's report to Nodal officer, O/o PCCF, H.P.
    a) Site inspection if required and certification by CF/CCF.
    b) DFO and CF/CCF's report.
    c) Authentication of Maps & documents.
    d) Transmission of FDP to Nodal Office Forest Conservation Act in O/o the PCCF, H.P.
23. Online transmission of FDP to Secretary, Forest Department, Govt. of H.P.
    a) Compliance to Nodal Officer, Forest Clearance Act in O/o the PCCF, H.P.
    b) Compliance to PCCF, H.P.
    c) Transmission to Secretary, Forest Department, Govt. of H.P.
24. Recommendation of Secretary, Govt. of H.P. and transmission of FDP application to either Regional Officer or Head of MoEF & CC, Govt. of India, as the case may be.
    a) Compliance to Forest Department, Govt. of H.P.
    b) Transmission of MoEF & CC, Govt. of India.
25. Technical compliance for Stage-I clearance, as required.
    a) Assistance to this department/ concerned in responding to queries and clarification sought by MoEF & CC.
    b) Assistance to this department/ concerned in making the presentation, if any, required by MoEF & CC.
26. **In addition to above, the firm shall render all kinds of assistance to this office as required for preparation and finalization of FCA proposal.**

(b) <u>GENERAL TERMS AND CONDITIONS</u>:-

1) Bidders are requested to study the tender document and terms & conditions carefully. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
2) Firms intending to participate in the bid should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions, otherwise, the tenders will be summarily rejected.
3) The bids should be complete in all respect, with all documents duly signed by authorized person.
4) The bid documents are not transferable.
5) The bids along with EMD and other requisite supporting documents should be submitted in separate sealed envelopes only, addressed to "**<u>the District and Sessions Judge, Shimla, H.P.- 171005</u>**". The envelopes (separate) should be duly superscripted "**<u>Quotation for hiring consultancy services for FCA clearance, Shimla</u>**" in respect of construction of Judicial building infrastructure at Shimla and "**<u>Quotation for hiring consultancy services for</u>**

FCA clearance, Rohru" in respect of construction of Judicial building infrastructure at Rohru.

6) Open bids or unsigned bids shall be rejected straightway.

7) The bids should reach this office within the stipulated date and time; thereafter, no tender/ bid/ quotation shall be entertained. The bids shall be opened on the date and time which shall be conveyed later on.

8) The tenders/ quotations submitted by post or courier shall be considered only if it is actually received before the specified date and time.

9) **FORMAT**:- The proposed rate should be quoted strictly on the proforma prescribed at "Annexure-B".

10) The rates quoted in the bid should be inclusive of all taxes.

11) Proper name of the firm with business address, email ID and contact numbers should be mentioned in the quotations along with supporting proof of Identity and Address.

12) The firm should have a valid PAN number and copy of same should be enclosed with the bid/ quotation.

13) The firm should not be blacklisted/ terminated & debarred in the past. The firm is required to submit a declaration for the same with Affidavit attested by Notary.

14) **SELECTION CRITERIA**:- The L-I shall be determined based on the rates quoted by the bidder on "Annexure-B", subject to fulfilment of other conditions.

15) **NON-CARTEL FORMATION**:- The bidder will not form a part of the cartel and put in supporting quotations for some other company. This will debar them from participating in other tenders floated or to be floated by this Civil and Sessions Division.

16) **NON-GRATIFICATION CLAUSE**:- The bidders will give an undertaking that they will not try to gratify any person or use any other unfair means involved in providing consultancy service for FCA clearance.

17) **NON-BLACKLISTED CERTIFICATE**:- The bidder will give an undertaking to the effect that they have not been blacklisted by any State/ Central Govt. Deptt./ other organization.

18) The District and Sessions Judge, Shimla, or any other Competent Authority reserves the right to accept or reject any tender in whole or in part thereof, without assigning/ specifying any reason thereof.

19) The District and Sessions Judge, Shimla, or any other Competent Authority reserves the right to modify any or all of the conditions in the Tender

document, prior to the date of submission of Bids, by issuing an amendment in writing and such amendments will be binding on all the bidders.

20) **TERMINATION CLAUSE**:- The District and Sessions Judge, Shimla, or any other Competent Authority without prejudice to any other remedy for default/ breach of contract, may terminate the whole or part of the contract, by giving 7 days' notice in writing:-

a) If the firm/ contractor fails to provide the facilities mentioned above, within the stipulated period or

b) If the performance or service rendered by the firm/contractor is found to be unsatisfactory or

c) If the firm/ contractor fails to perform any of the obligation(s) under the contract.

21) Any dispute related to the tender process or execution of the contract thereafter shall be settled by the District and Sessions Judge, Shimla, whose decision shall be binding on all parties.

22) Preference shall be given to local firms.

(c) EARNEST MONEY AND PERFORMANCE SECURITY:-

1. **Earnest money: 5% of the tendered amount** (refundable).
   a) Each quotation/ bid must be accompanied with **earnest money i.e. 5% of the tendered amount** in the form of Demand Draft/ FDR duly pledged in the name of the "District and Sessions Judge, Shimla, Himachal Pradesh-171005".
   b) Tender without earnest money or short or not in form prescribed above will be rejected straightway.
   c) The earnest money of the unsuccessful bidder shall be released without interest after finalization of contract.
   d) The earnest money of the successful bidder shall be released without interest only after the bidder executes contract and submits Performance Security with the District and Sessions Judge, Shimla.

2. **Performance Security: 10% of the tendered amount** (refundable).
   a) The successful bidder shall have to furnish a **Performance Security i.e. 10% of the tendered amount** in the form of FDR or Bank Guarantee duly pledged/ hypothetical in favour of the "District and Sessions Judge, Shimla", within fifteen (15) days of award of contract/ agreement.
   b) In the event of non-submission of the specified amount as Performance Security, within the allotted time frame, the contract/ work so awarded shall be liable to be cancelled without further notice.
   c) The above FDR/ Bank Guarantee should be valid for a period of sixty (60) days beyond the date of completion of contract.
   d) In case of extension of the Contract period beyond, the aforementioned

Performance Security in the form of FDR/ Bank Guarantee should have to be renewed and extended, accordingly.

e) The Performance Security shall be refunded to the bidder only after successful completion of the contract period as well as completion of the task assigned to the successful tenderer.

f) Any lapse on part of the Contractor, non-abiding by the terms and conditions of this tender and subsequent contract or unsatisfactory services/ performance may result into the termination of the contract and lapse of the performance security.

(d) <u>Payment of Bills/ schedule of payment to the consultant by this department:-</u>

1. 40% after clearance of case at the concerned DFO level.
2. 40% after clearance of case at the Nodal Officer level.
3. 20% after final approval of case by the competent authorities.

NOTE:- BIDDER must go through these terms and conditions very carefully and put his signature with date, alongwith stamp as a token of acceptance of these terms and conditions. It shall also be noted that any further change in the tender document shall be intimated/ published only through website of this department i.e. <u>https://shimla.dcourts.gov.in</u>.

Sd/-

District and Sessions Judge,
Shimla, H.P.

Endst: No. As above. 6535- 6542 Dated: the 28th May, 2025.

Copy for information to:-

1. The Registrar General, Hon'ble High Court of Himachal Pradesh, Shimla, please.
2. The Central Project Co-ordinator, Hon'ble High Court of Himachal Pradesh, Shimla, with the request to get this tender notice uploaded on the official website of the Hon'ble High Court of H.P., for wide publicity.
3. All the Judicial Officers of this Division with the request to display the copy of the tender notice on the Notice Board(s) of their respective Courts, for wide publicity.
4. The Civil Nazir of this office.
5. The Assistant Programmer of this office with the direction to upload the tender notice on the official website of the District Courts, Shimla, for wide publicity.
6. The Advertisement Manager, "Amar Ujala", New Land Estate, Sharma House, Cart Road, Timber House, Shimla, with the request to get the tender notice published in the Newspaper "Amar Ujala, **on or before 31.05.2025**, positively. He is also requested to send a copy of the papers containing the aforesaid advertisement to this office for record and further necessary action.
7. The Daftri of this office with the direction to get displayed the copy of tender notice on the Notice Board(s) of the Hon'ble High Court of Himachal Pradesh Shimla; Old Bus Stand & ISBT, Shimla, for wide publicity.
8. Notice Board of this office.

District and Sessions Judge,
Shimla, H.P.
JO Code: HP01038.

Performance Security in the form of FDR/ Bank Guarantee should have to be renewed and extended, accordingly.

e) The Performance Security shall be refunded to the bidder only after successful completion of the contract period as well as completion of the task assigned to the successful tenderer.

f) Any lapse on part of the Contractor, non-abiding by the terms and conditions of this tender and subsequent contract or unsatisfactory services/ performance may result into the termination of the contract and lapse of the performance security.

(d) <u>Payment of Bills/ schedule of payment to the consultant by this department:-</u>

1. 40% after clearance of case at the concerned DFO level.
2. 40% after clearance of case at the Nodal Officer level.
3. 20% after final approval of case by the competent authorities.

NOTE:- BIDDER must go through these terms and conditions very carefully and put his signature with date, alongwith stamp as a token of acceptance of these terms and conditions. It shall also be noted that any further change in the tender document shall be intimated/ published only through website of this department i.e. https://shimla.dcourts.gov.in.

Sd/-

District and Sessions Judge,
Shimla, H.P.

Endst: No. As above. 6535- 6542 Dated: the 28th May, 2025.

Copy for information to:-

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2. The Central Project Co-ordinator, Hon'ble High Court of Himachal Pradesh, Shimla, with the request to get this tender notice uploaded on the official website of the Hon'ble High Court of H.P., for wide publicity.
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District and Sessions Judge,
Shimla, H.P.
JO Code: HP01038.

"ANNEXURE-A"
PROFORMA

1.	Name of Firm.	
2.	Address.	
3.	Registration/ I.D. Proof *(copies be attached)*	
4.	Address proof.	
5.	PAN No. *(copy be attached)*	
6.	GSTIN No., if any *(Copy be attached).*	
7.	Under takings (Non- Gratification/ Non-blacklisting) to be enclosed.	
8.	Past experience of at least 3 years of work under FCA cases (if any, copies to be enclosed).	
9.	UDIN Certificate from C.A. for at least 3 years of turnover.	

I/ We, hereby, undertake to accept and abide by all the terms and conditions of the tender document.

Signature with stamp/ official seal.

Name:
Date:
Contact No:
Email ID:

"ANNEXURE-B"
PROFORMA FOR FINANCIAL PROPOSAL

Sr. No.	Place	Purpose	Description of Forest land to be diverted in the name of Judiciary.	Rate(s) Quoted.
1.	Shimla	i. Construction of hostels/ residential accommodation for Judicial Officers. ii. Construction of hostels/ residential accommodation for Judicial Employees of the District Court, Shimla.	i. Land comprised in Khasra No. 7/4/1, situated in Mohal Reserve Forest Sandal in Patwar circle Totu, area measuring 02-45-91 hect. ii. Land comprised in Khasra No. 360, situated in Mohal Sankat Mochan, Tehsil Shimla (Rural), measuring 01-42-54 hects.	
2.	Rohru	Construction of Additional Court Building and hostel/ residential accommodation for the Additional District and Sessions Judge, Rohru.	Land comprised in Khasra No. 1273 to 1281 & 1283 to 1287, area measuring 1235-18 sq. metres (0-12-35 hect.), located at Chak Nagar Panchayat Gangtoli, Tehsil Rohru, Distt. Shimla.	

Note:- No future hike in rate shall be accepted.

Signature with stamp/ official seal.

Name:
Date:
Contact No:
Email ID: