

J&K STATE FOREST CORPORATION
EXTRACTION WEST CIRCLE JAMMU
NOTICE INVITING E-TENDER

e-NIT No. 02/ 2016-17/WEST Dated 07-03-2017

General Manager Extraction, West Circle, J&K SFC, Jammu for and on behalf of Managing Director, J&K State Forest Corporation invites e-tenders from registered B, C, D Class and small tenderer's registered with J&K State Forest Corporation for execution of various Timber logging operations viz Extraction, off road transportation and road transportation activities in various compartments of SFC Extraction Divisions of West Circle as per detail given in the Annexure-A to the General Tender Notice (SBD & BOQ). Tenders shall be submitted online on J&K State e-procurement Portal www.jktenders.gov.in A Pre-bid conference shall be held on 14-03-2017 at 1230 hours in the Office of the General Manager Extraction West Circle, J&K SFC, University Road, Jammu to clarify the queries of prospective tenderers if any. All intending tenderers should attend said conference to clarify matters related to this tender enquiry if any.

1. **The interested tenderers are requested to quote rates in cft / item wise in accordance with BOQ with the tender notice.**
2. The Bidding documents can be downloaded from the website <http://jktenders.gov.in> from 1500Hrs on 09-03-2017.
3. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 09-03-2017 to 18-03-2017 upto 1800 Hrs. The bids received will be opened at 1100 Hrs on 22-03-2017 on line.
4. Technical bids of tenderers shall be opened on line in the office of **Chief General Manager (P&P) Circle, J&K SFC, Transport Nagar, Narwal, Jammu** on 22-03-2017 at 1100 Hrs.
5. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in> Bid documents contain qualifying criteria for tenderer, specifications, bill of quantities, conditions and other details.
6. Bids must be accompanied by bid security and cost of Tender Document as specified in clause 13.3 & 17.2 of the SBD (General Tender Notice) payable at Jammu pledged in favour of **General Manager Extraction West Circle, J&K SFC, Jammu**. Bid security will have to be in form of CDR / FDR and shall have to be valid for three months or more after last date of receipt of Bid. The cost of downloaded tender documents shall be in form of DD payable in favour of **General Manager Extraction West Circle, J&K SFC, Jammu**.
 - a. The original instruments in respect of cost of Documents, EMD and relevant technical bid documents etc must be delivered to the **General Manager Extraction West Circle, J&K SFC, Jammu** on or before 20-03-2017 upto 1100 Hrs. If the office happens to be closed on the date of receipt as specified, the

EMD Documents fee will be received on the next working day at the same time and venue.

7. Financial Bids will be opened on line in the office of the **Chief General Manager (P&P) Circle, Transport Nagar, Narwal, J&K SFC, Jammu** on 22-03-2017 at 1200 Hrs. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

8. The tenderers shall be required to submit a sum specified as Earnest Money Deposit for due performance of contract with the stipulation for keeping an offer open till 90 days from the date of receipt of tender and the tenderer will not resile from his/her offer or modify the terms and conditions thereof in a manner not acceptable to J&K SFC. In case of any tenderer failing to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited.

If the tender is accepted, the Earnest Money Deposit will be retained as part of security for due fulfillment of the contract. The Earnest Money of other tenderers shall (save as hereinbefore provided) be returned to them but the J&K SFC will not be responsible for any loss or depreciation that may happen as hither-to-fore while in its possession, nor be liable to pay any interest thereof.

Tenders not accompanied by Earnest Money Deposit of requisite amount shall be summarily rejected.

In case it is found that the tenderer(s) has/have furnished misleading/wrong or fraudulent information/documents, the Earnest Money Deposit of the tenderer(s) will be forfeited.

9. **Instruction to tenderers regarding e-tendering process.**

- a. To participate in bidding process, tenderers have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000, to participate in online bidding. This certificate will be required for digitally signing the bid. Tenderers can get above mentioned digital certificate from any approved vendors. The Tenderers, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
- b. The tenderers have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- c. Bids will be opened online as per time schedule mentioned in Para 6 (b).
- d. Before submission of online bids, tenderers must ensure that scanned copies of all the necessary documents have been attached with bid.
- e. The department will not be responsible for delay in online submission of bids whatsoever reasons may be.
- f. All the required information for bid must be filled and submitted online

- g. Tenderers should get ready with the scanned copies of cost of documents & EMD as specified in the tender documents. The original instruments in respect of cost of documents, EMD and relevant documents be submitted to the Tender Inviting Authority by Registered post/courier as per time schedule specified.
- h. The details of cost of documents, EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
10. The rates quoted by the tenderers are inclusive of all taxes.
11. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.
12. Intending tenderers shall quote lump sum rates per cft. for stocks duly delivered at SFC Sales Depot, predetermined delivery point/final destination as shown in the Annexure to NIT. **Rate offered in %age of the norm rate shall not be accepted.** Timber being a perishable commodity is susceptible to deterioration if it is not extracted in a timely manner. **Therefore, any delay in the extraction / delivery of timber stocks by the tenderer after issuance of work order, results in direct financial loss to SFC and to the state exchequer. As such for timely delivery of stocks, the rate(s) offered by the Tenderer (s) have to be reasonable and workable. Therefore, if the rate(s) offered by a tenderer are less than the approved norm rates the tenderer shall have to deposit additional Security/EMD deposit which will be over and above the EMD amount stipulated in Clause----(8) in the shape of CDR/FDR as per the below given ratio:-**

#	Offered rate range below the approved norms	Additional Security/EMD Deposit in the shape of CDR/FDR
	1	2
1.	Rate offered less by 5% of the approved norms	Nil
2.	5.01% to 10%	At least 3% of contract value.
3.	10.01 to 15%	At least 10% of contract value.
4.	15.01 to 20%	At least 15% of contract value.
5.	Less by 20.01 %	Tender shall be summarily rejected by the TOC.

If the required CDR or FDR shall not be deposited before opening of financial bid as referred to above, the Tender Opening Committee shall reject the tender on spot and the earnest money @ 2% shall be liable for forfeiture.

The tenderers are at liberty to deposit additional security deposit higher than the limit indicated in the column of the table above. In case the bids of two or more tenderers are tied, the amount of additional security deposit shall form a basis for allotment of contract.

Clause 12(a): The Tenderer shall be required to offer the rate(s) in terms of rupees and paisa only. However, in case of offer/bid involving fractions of one paisa it will not be considered and shall be rounded off as per standard mathematical procedure.

Clause 12(b): In case the rate offered by any tenderer is found above the approved SFC norm rate worked out on the basis of Project inputs and in the event of his fulfilling the eligibility criteria for qualifying as 1st lowest tenderer for a particular coupe/markings, the approved SFC norm rate shall be considered for approval not the offered rate in such case.

13. GENERAL INSTRUCTIONS TO TENDERER

13.1. Rights of the J&K State Forest Corporation.

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

13.2. Scope of Bid

13.2.1. The General Manager as a representative of the Managing Director of Jammu & Kashmir State Forest Corporation invites bids for execution of various Timber logging operations viz Extraction, off road transportation and road transportation activities in various compartments (as described in these documents and referred to as "the works"). The name and identification quantity of the works is provided in the Appended NIT. The tenderers may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work should be submitted separately.

13.2.2. The successful Tenderer will be expected to complete the work by the intended Completion Date specified in the NIT.

13.2.3. Throughout these documents the terms "bid" and "tender" and their derivatives (tenderer, bid/tender, bidding/tendering etc.) are synonymous.

13.3. Qualification of the Tenderer

In order to qualify, all tenderers shall provide copies of documents as defined below:-

- i) **Attested photocopies of Registration Card duly renewed for the current financial year 2016-2017.**
- ii) **PAN Card Copy.**

And following instruments in original:-

- iii) C.D.R./FDR 2% of the advertised cost from any nationalized/ scheduled Bank pledged to General Manager Extraction, West Circle, J&K SFC, Jammu.
- iv) Demand Draft as per amount mentioned in clause 12 of the N.I.T from any nationalized/scheduled bank pledged to General Manager Extraction, West Circle, J&K SFC, Jammu.

Even though the tenderers meet the above qualifying criteria, they are subject to be disqualified if they have:

- i) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

13.4. One Bid per Tenderer.

Each Tenderer shall submit only one Bid for one work. A Tenderer who submits more than one Bid will cause the proposals with the Tenderer's participation to be disqualified.

13.4. Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case be responsible or liable for those costs.

13.5. Site Visit

The Tenderer, at his own cost, responsibility and risk is encouraged to visit, examine and familiarise himself with the quality and status of marking and its surroundings, topography and area of work etc. and obtain all information that may be necessary for preparing the Bid and entering into a contract for purchase of the works. The costs of visiting the site shall be at the Tenderer's own expense. He may contact the General Manager, West Circle, / Divisional Manager Extraction concerned, J&K SFC, of work for any guidance relating to site visit.

Before submitting the tender, the tenderer will be deemed to have satisfied himself/herself of the timber lumbering operations involved in the compartment(s) by his/her actual inspection of the forests and the area of the work, taking into account all conditions liable to be encountered during execution of work. Although SFC has worked out various operations involved as are mentioned in the Estimate Sheet, however, in case the tenderer plans to change the mode of any activity or its magnitude to his/her convenience, the same will be done after seeking permission from the General Manager Concerned and the tenderer shall not raise any claim to any additional cost on this account. The quantum of work as indicated in the Annexure to this NIT may increase or decrease to some extent depending upon the actual out-turn from the markings.

14. BIDDING DOCUMENTS

14.1. Content of Bidding Documents

The set of bidding documents comprises the documents listed below:-.

- a. Notice Inviting Tender
- b. Instruction to Tenderers
- c. General conditions of Contract
- d. Bill of Quantities

14.2. Bidding documents can be downloaded against the payment of Rs. 1000/- (One Thousand only)

14.3. The tenderer is expected to examine carefully all instructions, conditions of contract, terms and specifications, bill of quantities, quantity in the Bid Document. Failure to comply with the requirements of Bidding Documents shall be at the tenderer's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents shall be rejected.

14.4. Clarification of Bidding Documents

A prospective tenderer requiring any clarification of the bidding documents may notify the Employer in writing or by Facsimile (Fax) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids. Copies of the employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

14.5. Amendment of Bidding Documents

Before the deadline for submission of bids the Employer may modify the bidding documents by issuing addenda.

To give prospective tenderers reasonable time to take an addendum into account, in preparing their bids the Employer shall extend, as necessary, the deadline for submission of bids.

14.6. Preparation of Bids

Language of Bid is **English**

14.7. DOCUMENTS COMPRISING THE BID

The bid submitted by the Tenderer in electronic form shall be in two separate parts:

Part I This shall be named **Technical Bid** and shall comprise of **Scanned copy of following documents**

- i. Copy of EMD in the form of CDR/FDR
- ii. Copy of Tender Cost in the form of D.D

List of Document to be enclosed with the Bidding Document by the intending Tenderers

(Tenderers are advised to use "My Documents" area in their user on Jammu & Kashmir e-Tendering portal (<http://jktenders.gov.in>) to store their following documents which are used in all Tenders and attach these certificates as Non Statutory documents while submitting their bids)

- i. Attested photocopies of Registration Card duly renewed for the current financial year 2016-2017.
- ii. PAN Card

15. **Note;- Original instrument in respect of cost of Documents, EMD and relevant attested copies of Technical Bid Documents must be delivered to the General Manager, Extraction, West Circle, J&K SFC, Jammu on or before 20-03-2017 at 1100 Hrs.**

Part II It shall be named **Financial Bid** and will be in electronic format comprising of:-

- i. Bill of quantities.

Each part shall be separately submitted online

The following documents which are not submitted with the bid will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Instruction to the tenderer
3	Conditions of Contract
4	Rate Analysis Sheet
5	Agreement

16. Bid Prices.

- The Contract shall be for the whole works based on the priced Bill of Quantities submitted by the Tenderer.
- The Tenderer shall adopt item rate only.
- All duties taxes, etc and other levies payable by the tenderer under the contract, or for any other cause, shall be included in the rates, prices and total Bid price submitted by the Tenderer.
- The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

17. Currencies of Bid and receipt.

- 16.1. The unit rates and the prices shall be quoted by the tenderer entirely in Indian Rupees. All payments shall be made in India Rupees.

17. Bid Validity.

- 17.1. Bids shall remain valid for a period of ninety (90) days after the deadline date for bid submission.
- 17.2. In exceptional circumstances, prior to expiry of the original time limit, the employer may request the tenderer to extend the period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer may refuse the request without forfeiting his earnest money. A tenderer agreeing to the request will not be required or permitted to modify his bid, but will be required to

extend the validity of his earnest money for a period of the extension, and in compliance with clause 16 of ITB in all respects.

18. Earnest Money.

- 18.1. The tenderer shall furnish, as part of the Bid, earnest Money of @ 2% of the advertised amount.
- 18.2. In case the rates quoted by the tenderer is less than 5.01% to 20.01% of the approved norm rates / advertised rates, the L-1 tenderer shall have to furnish an additional security / EMD deposit in shape of CDR / FDR @ 3% to 15% depending upon the less percentage he had opted to quote the advertised amount, in that case the tenderer is required to carry the additional CDR / FDR for the additional amount as required from any nationalized bank and shall deposit the same with tender opening committee, before opening of financial bid. In case, the tenderer fails to deposit the additional CDR with the committee the earnest money @ 2% deposited shall be treated rejected out-rightly by the Tender Opening Committee and the earnest money @ 2% shall be liable for forfeiture any other action may be initiated against the Tenderer as per terms and conditions of NIT / Standard Bidding Documents.
- 18.3. The earnest money shall, at the Tenderer's option, be in the form of CDR / FDR of a scheduled commercial bank, pledged in favour of General Manager, Extraction, West Circle, J&K SFC, Jammu. The CDR / FDR shall be valid for six months or more after the last date of receipt of bids.
- 18.4. Any bid not accompanied by an Earnest Money, Pledged in favour of General Manager, West Circle, J&K SFC, Jammu shall be rejected by the Employer as non-responsive
- 18.5. The earnest money of unsuccessful tenderers will be returned within **30 days** of the end of the Bid validity period.
- 18.6. The earnest Money of the successful Tenderer will be released after successful completion of the work to be certified by the Divisional Manager Extraction, J&K SFC, in-charge.

19. SUBMISSION OF BIDS

- 19.1. The Tenderer shall submit separately "Technical Bid" and "Financial Bid"

Technical Bid: to be opened in the presence of Evaluation Committee.

Financial Bid: Shall be opened in case of qualified tenderers only.

20. DEADLINE FOR SUBMISSION OF BIDS

Complete Bids (including Technical and Financial) must be submitted online.

The employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

21. BID OPENING AND EVALUATION

21.1. Bid Opening.

The Employer will open the bids received in the presence of the tenderers/tenderer's representative who choose to attend at the time, date and place. In the event of the specified date for the submission of bid being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

In all cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the tenderers' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

At the time of the opening of the "Financial Bid", the names of the tenderers whose bids were found responsive will be announced. The financial bids of only these tenderers will be opened. The remaining bids will be returned unopened to the tenderers. The responsive tenderers' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening.

21.2. Process to be Confidential.

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any attempt by a Tenderer to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

21.3. Clarification of Bids and Contacting the Employer.

No Tenderer shall contact the Employer or any matter relating to its bid from the time of the bid opening to the time the contract is awarded.

Any attempt by the tenderer to influence the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

21.4. Examination of Bids and Determination of Responsiveness

During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid(a) meets the eligibility criteria defined in clause 14.1 and 14.7 has been properly signed;(c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

A subsequently responsive "Financial Bid" is one which conforms to all the terms, conditions, and rate analysis sheet of the bidding documents. A mode of operation deviation or reservation is one(a) which affects in any substantial way, inconsistent with the bidding documents, the employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive bids.

If a "Financial Bid" is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by corrections or withdrawal of the nonconforming deviation or reservation.

22. **PRICE PREFERENCE.**

There will be no price preference to any tenderer

23. **GENERAL CONDITIONS.**

- 23.1. Rates quoted shall be deemed to include all taxes, duties etc. whatever during contract period.
- 23.2. Misconduct/ Misbehavior observed during the tender opening process with any officer/official shall be dealt under rules and in terms of the enlistment of registration of tenderer in the Department and shall be subject to cancellation of registration card issued by this department or any other department.
- 23.3. In case of firm/tenderer fails to start the work within the stipulated time, a registered notice or notice sent through special messenger to the firm/tenderer for non start of the work that amounts to the breach of the tenderer and will be sufficient to windup or cancel his contract.
- 23.4. The accepting authority reserves the right to accept or reject any or all the tenders before or after their opening without assigning any reason thereof. The allotting authority in view of the exceptional circumstances reserves the right of granting the contract to any of the tenderer if deems proper in the interest of the work of course at the lowest received rates without assigning any reason thereof.
- 23.5. He will abide by all prevailing forest laws and will be personally responsible for any unlawful act during the period of contract.
- 23.6. The watch and ward of all Material/Machinery shall be the responsibility of Tenderer/ Agency.
- 23.7. For any dispute between the tenderer and the corporation, the Managing Director, J&K State Forest Corporation shall act as an arbitrator, whose decision shall be final and binding upon both the parties, provision of J&K Arbitration Act. With latest amendments shall be applicable.
- 23.8. For any dispute between the timber trader and the corporation the jurisdiction of Jammu Court will be applicable.
- 23.9. All terms and conditions of NIT / Agreement / Special conditions lay down in the enclosed Rate List shall also hold good.
- 23.10. The successful tenderer will have to abide by all the Rules and Regulations of J&K State Forest Corporation.
- 23.11. The rate offered by tenderer, even if lowest, shall not be binding on the Corporation and it shall be subject to rejection in case such rate is not found reasonable or his/her past performance in the already allotted contract has not been up-to mark. No tenderer shall therefore start work unless the rates are settled and work order is issued.

- 23.12. As soon as the acceptance of the tender is communicated in the shape of "Sanction" to the successful tenderer the contract shall be complete and binding on him/her. Issuance of the sanction for allotment of contract shall be subject to taking over of the markings by the SFC. A formal "Agreement" incorporating the terms and conditions of the contract will be executed by the successful tenderer within 7 days of issuance of sanction. Failure to execute such a formal deed shall not, however, prevent the contract from being enforced against him. Any loss sustained by the Corporation as a result of retendering the contract shall be recovered from him/her.
- 23.13. After the requirements under clause- 23.12 above have been fulfilled, the DM concerned will issue "Work Order". The successful tenderer shall start work within 7 (seven) days of issuance of Work Order and in case he does not start work within the prescribed period, it shall be presumed that the tenderer has backed out and his/her allotment shall be liable to be cancelled and Earnest Money Deposit and Bank Guarantee, (if any), forfeited in favour of the J&K State Forest Corporation. In that eventuality SFC shall be at liberty to take any appropriate action for getting the work done in the interest of SFC at the risk and cost of the tenderer.
- 23.14. Once the contract is sanctioned and the Agreement executed by the successful tenderer with the SFC, the rates, terms and conditions will be binding on the tenderer. No plea for change on any account whatsoever shall be entertained.
- 23.15. The successful tenderer shall not start execution of work in the compartment unless Work Order is issued in his/her favour by the Divisional Manager concerned. Any Tenderer starting the work in anticipation of the said settlement shall be black listed and debarred from taking up any work in the Corporation and shall also be liable for punishment under the J & K Forest Act.
- 23.16. Successful tenderer shall have to adhere to the time schedule fixed for the completion of each activity shown against each compartment as per the Annexure to NIT / Sanction / Agreement / Work order. Any delay or deviation from the time schedule fixed shall attract action under relevant penalty clauses of this NIT/ Agreement.
- 23.17. Extension in the working period shall not be claimed as a matter of right. The extension, however, may be considered in case the tenderer is not able to complete the work due to the circumstances beyond his/her control. The application in such case shall be made immediately to the DM concerned with a copy to General Manager concerned and Managing Director declaring all the reasons of not fulfilling the contractual obligations in time.
- 23.18. In case the performance of the tenderer at any stage starting from felling and sawing operation to road transportation is not found satisfactory the Corporation will be at the liberty to make alternate arrangement at the risk and cost of the tenderer.
- 23.19. Successful tenderer shall be responsible for the safe delivery of the extracted stocks at the pre-determined destination and shall not be entitled to wages/compensation for the losses that may occur for whatsoever reasons. However, if any change is made by SFC Management in pre-determined destination at any point of time, proportionate rates for road transportation shall be allowed to be charged.
- 23.20. The Corporation shall be at liberty to transport 30% of the stocks through its own departmental fleet at the discretion of MD or GM concerned to which the tenderer shall have no objection and billing shall be done accordingly.

23.21. As the quality of timber and workmanship are of prime importance for extracting projected quantity of Standard Sized Timber, the tenderer shall have to employ labourers having skills to execute the activities involved as per specifications and use standard tools and implements required for execution of work at his own cost.

23.22. The Payments on the basis of Forest Measurement (FMM) shall be made only for felling and hand-sawing work for the stocks having side wane called "Passels" where as for all other activities, it shall be made on actual measurement i.e Depot measurement (DMM). The payments shall be released only after receipt of passing lists duly authenticated by the Divisional Manager and recommended by the General Manager concerned.

23.23. (a) The term "Standard Size" refers to the timber having the following specification:

#	Length in feet	Breadth in inches	Width in inches	Remarks
1.	10/12	10	5	-
2.	10/12	10	5	Passel
3.	8/9	10	5	-
4.	10/12	8/7	5	-
5.	10/12	8/7	5	Passel
6	10/12	10	4	-

(b) The payments against hand sawing activity for standard Sized Timber and under / odd sized timber shall be regulated in accordance with the respective rates as approved and incorporated in the sanction mentioned in Clause – 23.12 of this NIT.

(c) Hakri (in Deodar and Kail) not exceeding 10% of the total extracted volume may be extracted after due inspection of the remnant stocks at the discretion of the GM concerned. Poles of standard specifications shall be extracted out of the pole marking received from the Forest Department. The payment shall be regulated at 50% of the approved hand sawing rates for odd/undersized timber for extraction and full rates for off-road transportation, will apply in case of Hakries.

24. Terms/Modes of payments.

Payments shall be released on account of completed activities of allotted Work as per actual work done report submitted by the Incharge Range, as authenticated by the Divisional Manager and recommended by the General Manager concerned in the following manner:

- a. 65 % of the actual work done in completed activities of hand- sawing and other off road transportation operations.
- b. 75 % of actual work done in completed activities of hand sawing and off - road transportation on receipt of stocks at the Truck loading Point.
- c. 90% value of actual work done in respect of Hand - sawing, Off-road transportation and road transportation after the stocks are duly delivered at pre-determined destination i.e. Sales Depots Jammu.

- d. Payments against hand sawing activity for standard sized Timber and under/odd sized timber shall be regulated according to the respective rates approved for each category in the "Sanction" referred in para – 23.12 of this NIT.

Provided that the payment on account of hand sawing activity at Sub-para (a) and (b) above will be regulated on the basis of sanctioned rates for under/odd sized timber only and the balance additional payment for hand sawing of standard sized Timber will be made at the time of releasing payments under sub-para (c) above in accordance with the hand sawing rates for Standard Sized Timber as computed and reflected in the "Sanction".

- e. Final 10% payment shall be released after successful completion of the contract in all respects and clearance by concerned General Manager, and scrutiny by the Director Finance (FA & CAO), Dy. Financial Advisor concerned as the case may be.

25. In- case SFC management makes any change during course of execution of work or prior to start of work keeping in view the ground situation as per requirement, corresponding rate(s) shall be allowed to be charged proportionately by the management but, the rate should not exceed the offered rate, in any case.
26. No advance payment shall be made by the SFC for the allotted work.
27. No money shall be paid for timber stocks burnt or otherwise damaged or lost due to negligence or lapse on the part of the tenderer.
28. The tenderer shall not have any right to transfer/sublet his/her assets and liabilities under the Agreement to any person or party. The tenderer may give Power of Attorney under exceptional circumstances to another SFC registered tenderer only after obtaining prior permission in writing from the Managing Director in respect of execution of work and receipt of due payments. However, the liabilities of the contract shall continue to vest with the original tenderer. The tenderer shall also mention the validity and nature of Attorney i.e. revocable/irrevocable.
29. Income Tax as applicable shall be deducted from the work done bills of the tenderer in accordance with the rules prescribed by the Government.
30. Labour Welfare funds @ 2% shall be deducted from the work done bills of the tenderer.
31. Any other condition which J&K State Forest Corporation may like to Incorporate shall be announced at the time of opening of tenders and will be deemed as part of this NIT.
32. **Penalty.**

If the successful tenderer, neglects, delays or fails to execute the allotted work, or, defaults/ fails to comply with the terms and conditions of the contract, the SFC

Management headed by Managing Director, without prejudice to any other remedy available to it under law, shall be at liberty :-

- a) to forfeit the Earnest Money Deposit / Security deposit and/or.
- b) to terminate the contract after 15 days notice; and / or,
- c) to impose a penalty upto 10% of the value of the contract; and / or,
- d) to recover the amount of loss caused by failure or default from his/her work done balance / Security money.

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


General Manager (West)
J&K State Forest Corporation.

No: - 3368-92/GM/W/SFC/J.

Dated: - 07.03.2017.

Copy for information and necessary action to the:-

1. Managing Director, J&K SFC Srinagar.
2. Chief Conservator of Forests, Jammu.
2. Director Finance, J&K SFC Srinagar.
3. Conservator of Forests, East Jammu/ West Rajouri.
4. All Chief General Managers/ General Managers, J&K SFC Jammu.
5. Divisional Forest Officers Rajouri, Udhampur and Ramban Forest Divisions.
6. Regional Incharge Audit J&K SFC.
7. All Divisional Managers Ext concerned/Audit J&K SFC.
8. Sr. Law Officer, J&K SFC, Jammu.
9. Incharge Website - He is requested to ensure uploading of NIT at official website of SFC.
10. Notice Board.


General Manager (West)
J&K State Forest Corporation,

#	Division	Compartment No.	Volume (In Lacs Cft.)		Brief of activities envisaged in execution of the Contractor/Project (Ref. Estimate Sheet)	Nature of contract	Estimated rate per cft for all activities in (Rs.)	Estimated contract value (Fig Rs in Lacs)	EMD Required (Fig Rs. In Lacs)	Working period	Class of contractor.	(Status of markings)	Remarks
			RV	SV									
1	2	3	4	5	6	7	8	9	10	11	12	13	14
		84/Havell	0.416	0.166	Hand - Sawing, Head Carriage in forest, Main Nallah Mahan H/C after Nikasi and Road Transportation upto Jammu	Composite	181.16	30.073					
		87/Havell	0.309	0.140	Felling, Hand - Sawing, Pathroo, Head Carriage in forest S. N. Mahan, Main Nallah Mahan H/C after Nikasi and Road Transportation upto Jammu	Composite	211.08	29.551	1.200	Ending April'2018	"B & C"	Tech clearance accorded	Adm Approv awaited
		Total	0.725	0.306	Average Rate	Composite	194.85	59.624					
		54/Basantgarh	0.055	0.021	Felling, Hand - Sawing, Head Carriage in forest S. N. Mahan, H/C after Nikasi and Road Transportation upto Jammu	Composite	239.53	5.03					
		55/Basantgarh	0.219	0.096	Felling, Hand - Sawing, Head Carriage in forest S. N. Mahan, H/C after Nikasi and Road Transportation upto Jammu	Composite	237.49	22.799	0.560	Ending April'2018	"D"	Tech clearance accorded	Adm Approv awaited
		Total	0.274	0.117	Average Rate	Composite	237.86	27.829					
		27/Dudu	0.202	0.085	Felling, Hand - Sawing, Head Carriage, Road Transportation Up to Sale Depot Jammu	Composite	179.28	15.240	0.300	Ending December' 2017	"D"	Marking taken-over	
		26/Ramban	0.482	0.172	Felling, Hand - Sawing, Head Carriage in forest Rope-Span, Head carriage after span and Road Transportation upto Jammu	Composite	176.88	30.423	0.610	Ending March'2018	"D"	Tech clearance accorded	Adm Approv awaited
		68b/Gandari	0.143	0.046	Felling, Hand - Sawing, Head Carriage in forest and Road Transportation upto Jammu	Composite	175.98	8.095	0.170	Ending December' 2017	"D" & Small Cont	Marking taken-over	

General Manager,
J&K State Forest Corporation,
West Circle, Jammu