J&K STATE FOREST CORPORATION EXTRACTION NORTH CIRCLE SOPORE ABBRIVATED TENDER NOTICE INVITING E-TENDER

e-NIT No. 01/2016-17/ NORTH Dated 20-01-2017

For and on behalf of Managing Director, J&K State Forest Corporation, Chief General Manager Extraction, North Circle, J&K SFC, Sopore invites e-tenders from contractors registered with J&K State Forest Corporation (A, B, C and D Class Contractors) for execution of various Timber logging operations viz Extraction, off road transportation and road transportation activities in various compartments of SFC Extraction Division Handwara, Baramulla, Zangli and Ganderbal per details given in the Annexure-I to the General Tender Notice (SBD & BOQ) issued vide this office e-NIT endorsed vide No: 1820-50/CGM/NORTH/SFC/J dt: 20.01.2017. The tenders shall be submitted online on J&K State e-Procurement portal www.jktenders.gov.in upto 05.02.2017 (1400 hrs). 20.01.2017

Date of Issue of NIT

Date of downloading 21.01.2017 2. of Bid documents

21.01.2017 Bid submission start date =

14.02.2017 (1600 hours) 3. Bid submission end date 4.

Dead line for receipt of Hard 5. Copy of original Tender 15.02.2017 (11.00 A.M) Documents and Earnest Money =

Date of opening of Financial Bids = 16.02.2017 (11.00 A.M)

A Pre-bid conference shall be held on 28-01-2017 at 1230 hours in the 6. Office of the Chief General Manager, Extraction North Circle, J&K SFC, Ashpur Near Hotel Revir Edge, Sopore to clarify the queries of prospective bidders if any. All intending bidders should attend said conference to clarify matters related to this tender enquiry if any.

The tenders (Technical bids only) will be opened online on 15.02.2017 at 1230 hrs in the office Chief General Manager, Extraction North Circle, J&K State Forest Corporation, Sopore In case of un-foreseen circumstances, the date of opening will be next working day or else notified separately. The detailed tender documents (SBD) with terms and conditions are available on www.jktenders.gov.in.

> Chief General Manager (North) &K State Forest Corporation

> > Dated: 20/01/2017

No. 1851-81/CGM/N/SFC/S

Copy for information and further necessary action to the:-

- 1 Managing Director, J&K SFC Srinagar.
- 2 Chief Conservator of Forest, Kashmir
- 3 Conservator of Forest, Srinagar Circle / North Circle.
- 2. Director Finance, J&K SFC Srinagar.
- 3. All Chief General Managers / General Managers, J&K SFC.
- 4. Dy Financial Advisor Audit / Finance, Srinagar.
- All Divisional Managers Ext J&K SFC North Circle.
- Law Officer, J&K SFC, Srinagar.
- 7. Incharge Website, J&K SFC for uploading the e-tender notice on the official website.
- 8. Notice Board.

Chief General Manager (North)

J&K State Forest Corporation

J&K STATE FOREST CORPORATION EXTRACTION NORTH CIRCLE SOPORE SHORT TERM TENDER NOTICE INVITING E-TENDER

e-NIT No. 01 of 2016-17/NORTH Dated 20-01-2017

For and on behalf of Managing Director, J&K State Forest Corporation, Chief General Manager Extraction, North Circle, J&K SFC, Sopore invites e-tenders from registered A, B, C and D Class contractors 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 Division Handwara, Baramulla, Zangli and Ganderbal as per details given in the Annexure to the General Baramulla, Zangli and Ganderbal as per details given in the Annexure 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 28-01-2017 at 1230 hours in the Office of Chief General Manager Extraction, North Circle, Ashpur Near Hotel Revir Edge, Sopore 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.

- The interested contractors are requested to quote their rates lump sum per cft for all activities in accordance with BOQ with the tender notice.
- The Bidding documents can be downloaded from the website http://jktenders.gov.in
 w.e.f. 21-01-2017 against the cost of Rs. 1000/- each in the form of Bank Draft payable in favour of Chief General Manager, J&K State Forest Corporation, North Extraction Circle, Sopore.
- The Bids shall be deposited in electronic format on the website <u>littp://jktenders.gov.in</u> from 21-01-2017 to 14-02-2017 up to 1600 Hrs.
- Technical bids of tenderers shall be opened online in the office of <u>Chief General</u> <u>Manager Extraction North Circle</u>, <u>J&K SFC</u>, <u>Sopore</u> on <u>15-02-2017</u> at 1230 Hrs.
- 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, 17.1 & 17.2 of the SBD (General Tender Notice) payable in favour of Chief General Manager Extraction North Circle, J&K SFC, Sopore. Bid security will have to be in form of CDR / FDR and shall have to be valid for six 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 Chief General Manager Extraction North Circle, J&K SFC, Sopore.
 - a. The original instruments in respect of cost of Documents, EMD and relevant technical bid documents etc must be delivered to the <u>Chief General Manager</u> <u>Extraction North Circle, J&K SFC, Sopore</u> on or before <u>15-02-2017</u> 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 online in the office of the <u>Chief General Manager</u> <u>Extraction North Circle</u>, <u>J&K SFC</u>, <u>Sopore</u> on <u>16-02-2017</u> at <u>1100 Hrs</u>. 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.

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 Clause 4.
- d. Before submission of online bids, tenderers must ensure that scanned copies of all the necessary documents have been attached with bid.
- The J&K State Forest Corporation 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.
- The rates quoted by the Tenderers are inclusive of all taxes.
- 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 Sale 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 contractor 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 contractor are less than the workable. Therefore, if the rate(s) offered by a contractor 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 AND Annexure to this NIT 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
-	1071113	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.

M

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/marking, the approved SFC norm rate shall be considered for approval not the offered rate in such case.

GENERAL INSTRUCTIONS TO TENDERER 13.

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

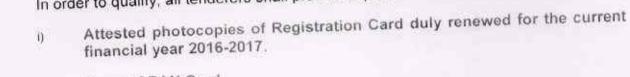
The J&K State Forest Corporation reserves the right to accept or reject any or all tender(s) without assigning reasons for any such action.

Scope of Bid 13.2.

- 13.2.1 The Chief 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 Annexure to 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:-



Copy of PAN Card. ii)

And following instruments in original:-

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



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

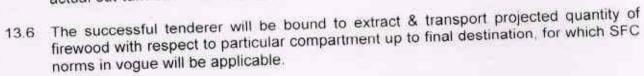
13.4. Cost of Bidding

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 Chief General Manager, North Circle / Divisional Manager, J&K SFC Handwara, Baramulla, Zangli and Ganderbal 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 contractor 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 Chief General Manager Concerned and the contractor 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

- 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)

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



PAN Card

Note:- Original instrument in respect of cost of Documents, EMD and relevant attested copies of Technical Bid Documents must be delivered to the Chief General Manager, Extraction, North Circle, J&K SFC, Sopore on or before 15-02-2017 upto 1100 Hrs.

It shall be named Financial Bid and will be in electronic format Part II 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

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

Bid Prices. 15.

- 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. b.
- All duties taxes, etc and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and C. 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. d.

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 sixty (60) 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 Contractor 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 Chief General Manager, Extraction, North Circle, J&K SFC, Sopore. 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 Chief General Manager, Extraction, North Circle, J&K SFC, Sopore 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 tenderer 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 The rates offered by the tenderers even if lowest, shall not be binding on the Corporation and it shall be subject to rejection in case such rates are not found reasonable or his past performance in the already contract has not been upto mark. No Contractor shall, therefore, start work unless the rates are settled and work order is issued.
- 23.2. As soon as the acceptance of the tender is communicated in the shape of Sanction to the successful tenderer the contract shall be complete and binding on him. A formal agreement incorporating the terms of the contract will be executed by the successful tenderer within 7 days. Failure to execute such a formal deed shall not, however, prevent the contract from being enforced against him. Any loss sustained by the Corporation as a result of retendering the costs shall be recovered from him.
- 23.3. The successful tenderer shall execute the agreement with this office within 7 (seven) days from the date of issuance of sanction. The Work Order shall be issued simultaneously. The successful tenderer shall start work within 7 days of issuance of Work Order and in case he does not start work within the prescribed period, it shall be presumed that the contractor has backed out and his allotment shall be liable to be cancelled and Earnest Money Deposit (EMD) and the bank guarantee, if any, forfeited in favour of the J&K State Forest Corporation. In that eventuality SFC shall be at liberty to take any appropriate action for getting the work done in the interest of SFC at the risk and cost of the contractor.
- 23.4. Once the contract is sanctioned and the agreement executed by the successful tenderer with the SFC, the rates, terms and conditions will be binding on the contractor. No plea for change on any account whatsoever shall be entertained.
- 23.5. The Successful tenderer shall not start execution of work in the compartment unless work order is issued in his favour by the Concerned DM. Any Contractor starting the work in anticipation of said settlement shall be black listed and debarred from taking up any work in the Corporation and shall also be liable for punishment under J&K Forest Act.
- 23.6. Successful contractor shall have to adhere to the time schedule fixed for the completion of each activity shown against each compartment as per the Annexure to the NIT/Sanction/ Agreement /Work Order/. In case the successful contractor fails to execute or complete the work according to the time schedule fixed in the Agreement/Work Order, the additional Security Deposit mentioned in Clause(8) above shall be summarily forfeited. This forfeiture shall be in addition to the penalties prescribed in the NIT/Agreement. Any delay or deviation from the time schedule fixed shall attract action under penalty clauses of this NIT/Agreement.
- 23.7. Extension in the working period shall not be claimed as a matter of right, the extension, however, may be considered in case the contractor is not able to complete

the work due to the circumstances beyond his control. The application in such case shall be made immediately to the office of the DM concerned with a copy to Chief General Manager North and Managing Director SFC, declaring all the reason of not fulfilling the contractual obligations in time.

- 23.8. In case the performance of the contractor at any stage is not found satisfactory, the Corporation will be at liberty to make alternate arrangement at the risk and cost of the
- 23.9. Successful contractor shall be responsible for the safe delivery of the extracted stocks at the pre-determined destination and shall not be entitled to wages/compensation for the losses that may occur whatsoever reasons. However, if any change is made by the SFC Management in pre-determined destination at any point of time, approved norm rates for road transportation shall be allowed to be charged.
- 23.10. The corporation shall be at liberty to transport upto 40% of the stocks through its own departmental fleet at the discretion of MD/CGM concerned to which the contractor shall have no objection and billing shall be done accordingly.
- 23.11. As the quality of timber and workmanship are of prime importance for extracting projected quantity of standard sized timber, the contractor shall have to employ skilled laborers for work on each activity and shall use standard tools and equipment's required for execution of work at his own cost.

Terms/Mode of Payments:-24.

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

- a. 70% payment for the actual work done in respect of extraction, felling, rolling etc. kacha road transportation with stocks duly delivered at predetermined TD.
- b. 90% payment for the actual work done shall be made for the reconciled stocks duly delivered at Sale Depots/final Destination.
- c. Final 10% payment shall be released after successful completion of the contract in all respects and clearance by the concerned Chief General Manager and scrutiny by the Director Finance (FA& CAO), concerned as the case may be.
- d. No advance payment shall be made by the SFC against the allotted contract.
- The payment shall be made on the basis of actual measurements of dispatched 25. stocks at Sale destination duly reconciled.
- No money shall be paid for timber stocks burnt or otherwise damaged or lost due to negligence of lapse on the Part of the contractor. 26.
- Successful contractor shall be responsible for the losses suffered by the SFC on account of willful act of the contractor, his Agent/Manager/Labour or due to untimely 27. completion of works, defective conversion and negligent road transportation.
- The contractor shall not have any right to transfer/sublet his assets and liabilities under the agreement to any person or party. The contractor may give Power of 28. Attorney under exceptional circumstances to another SFC registered contractor only after obtaining prior permission in writing from the Managing Director in respect of



execution of work and receipt of due payments. However, the liabilities of the contract shall continue to vest with the original contractor. The contractor shall also mention the validity and nature of Attorney i.e. revocable/irrevocable.

- Income tax as applicable shall be deducted from the work done bills of the contractor 29. in accordance with the rules prescribed by the Government.
- Labour welfare funds @2% shall be deducted from the work done bills of the 30. contractor.
- Any other condition, which the J&K State Forest Corporation may like to incorporate, shall be announced at the time of opening of tenders and will be deemed as part of 31. this NIT.

Penalty:-32.

If the successful tenderer, neglects, delays or fails to execute the allotted work or defaults/fails to comply the terms and conditions of the contract, the J&K SFC Management headed by the Managing Director without prejudice to any other remedy available to it under law, shall be at liberty:-

- a. To terminate the contract after 15 days' notice; and/or
- b. To recover the amount of loss caused by failure or default from his work done balance/security money and /or
- c. To impose a penalty upto 10% of the value of the contract and/or

d. To forfeit the Earnest Money Deposit/Security Deposit.

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

> Manager (North) Dated: 20/01/2017.

No: 1820-50/CGM/N/SFC/S

Copy submitted for information and necessary action to the:

Managing Director J&K State Forest Corporation, Jammu.

2. Chief Conservator of Forests, (Kashmir) Srinagar,

3. Director Finance J&K SFC, Jammu.

Conservator of Forest Srinagar Circle / North Circle.

All Chief General Managers/General Managers, J&K SFC Kashmir.

6. Dy. Financial Advisor Audit/ Finance, J&K SFC Srinagar,

7. Divisional Forest Officers Langate, Baramulla, Kamraj and Bandipora Forest Divisions.

8. All Divisional Managers, J&K SFC Kashmir.

9. Copy to M/s

10. Notice.

Chief General Manager (North) &K State Forest Corporation

Annexure:

ion	Divisio	Handwara	Baramulla	gli	Zn			al	Ganderb	
Comptt. No		7/Raj	37/Rfd	61/SL Sec-A	61/SL Sec-B	93/Kh	136/Kh	137/Kh	34/Kh Sec-A	34/Kh Sec-B
Quin	Std. (Lak h Cft)	0.209	0.202	0.75	0.88	0.772	0.441	1.224	1.16	1.10
Quintals	Conv. (Lak h Cft)	0.187	0.16	0.49	0.57	0.477	0.265	0.755	0.70	0.66
sed a	osed	o =:	arvi din	loa	road/link i	ion (i	trans	respective Transi destination(s)		
ctivities	Proposed activities	including Felling, conversion (logs)	_ r _ fg ;	(including loading/ unloading); Construction/ maintenance of	main road/link road and culverts (if any), en-route land	compensation (if any) for road	and road transportation from	respective Transit Depots to final destination(s) SD Shalteng	including all en-route taxes/expenses and loading at respective Transit Depots.	
	activities contractors eligible for tenders	74	ng, passing, rolling to predetermined tg Points (FLPs); Ortation up to Transit Depots	(including loading) unloading); B&C	en-route land A&B	f any) for road B&C		t Depots to final Aee SD Shalteng Aee	II en-route and loading at t Depots. Aee	Aee
registered		Felling,	974 (10 15 15 15 15 15 15 15 15 15 15 15 15 15		A & B		C&D	A.A. 11013	en-route ding at	
registered	eligible for per Cft up tenders to S.D Shalteng	Dee Felling, (logs)	Dee	B&C	A & B	B&C	C&D 144.10	Aee	ding at Aee	Aee 147.79 1.95

Chief General Wahager (North)

J&K State Forest Corporation

Sopore