

UNION TERRITORY OF JAMMU & KASHMIR

J&K FOREST DEVELOPMENT CORPORATION LTD. S&M CIRCLE KASHMIR

SHORT TERM TENDER NOTICE INVITING E-TENDER

e-NIT No. 01 of 2023-24/GM/S&M/K Dated: 03/03/2023

For and on behalf of Managing Director, J&K FDCL, General Manager S&M Circle, J&K FDCL Kashmir invites e-tenders from contractors registered with J&K FDCL for providing experienced Skilled/ Semi-skilled and un-skilled labourers, for carrying out of various activities of depot handling (subsidiary) operations such as loading, un-loading, sorting, lotting, stacking, lifting and shifting of timber stocks in the Timber Sales Depots / store Depots of J&K FDCL Kashmir viz Shalteng, PC, Kakpora/Nikas, Sangam and Harnag to be carried out during the Financial year 2023-24 as per details given in the **Annexure-I** to the General Tender Notice (SBD & BOQ).

Tenders shall be submitted online on J&K e-procurement Portal www.jktenders.gov.in. A Pre-bid conference shall be held on 11.03.2023 at 1100 hours in the Office of General Manager, S&M Circle Kmr Sheikh Ul Alam Complex Rajbagh Srinagar and to clarify the queries if any. All intending bidders may attend said conference to clarify and enquire matters related to this tender.

1. The bidders are requested to quote their rates in terms of percentage below or above the overall total estimated cost per unit for all activities in accordance with the tender notice for each depot separately i.e (Shalteng, PC, Kakapora/Nikas, Sangam and Harnag).
2. The Bid documents can be downloaded from the website <http://jktenders.gov.in> w.e.f 07.03.2023 free of cost.
3. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 14.03.2023 to 29.03.2023 up to 1800Hrs.
4. Technical & Financial bids of bidders shall be opened online in the office of **J&K FDCL Headquarter at Sheikh-Ul-Allam Complex Rajbagh Srinagar** on 29.03.2023 at 1100 HRS respectively.
5. Bid documents can be seen and downloaded from the website <http://jktenders.gov.in>. Bid documents contains qualifying criteria for Contractor, specifications, bill of quantities, conditions and other details.
6. Bids must be accompanied by bid security as specified in clause 13.3, 18.1 & 18.2 of the SBD (General Tender Notice) payable in favour of **General Manager S&M Circle, J&K FDCL, Kashmir**. Bid security shall have to be in the form of CDR/FDR only and no other instrument will be entertained.

- a. The scanned pdf copy of the original instruments in respect of cost of Documents, EMD and relevant technical bid documents etc must be uploaded by the bidders. However, the bidder who is declared L-1 after opening of financial bids shall submit hard copies of original instruments to the **General Manager (S&M)K Circle J&K FDCL Rajbagh Srinagar.**
 - b. CDR/FDR means Cash Deposit Receipt/Fixed Deposit Receipt. No other instrument in lieu of CDR/FDR shall be acceptable.
7. Technical Bids will be opened online in the office of the **J&K FDCL Headquarter at Rajbagh Srinagar** on **31.03.2023** at **1100 Hrs.** In case of some unforeseen circumstances, holiday or otherwise, the date of opening of the bids as specified shall be, the next working day or else notified separately.
8. The bidders shall be required to submit a sum specified as Earnest Money Deposit for due performance of contract. The bid for the works shall remain open for acceptance for a period of 90 days from the date of opening of bids. If any bidder withdraws his bid before the said period or makes any modification in the terms and conditions of the bid, the earnest money deposit shall be liable to be forfeited in favour of J&K FDCL.

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 Deposit of other bidders shall be released to them but the J&K FDCL shall not be responsible for any loss or depreciation that may occur as hither-to-fore while in its possession, nor be liable to pay any interest thereof.

Tenders uploaded without details of Earnest Money Deposit of requisite amount shall be summarily rejected.

In case it is found that the bidder(s) has/have furnished misleading/wrong or fraudulent information/documents, the Earnest Money Deposit of the tenderer(s) will be forfeited and otherwise the contractor(s) shall be liable for cancellation of their registration with FDCL for a period, at least, for five years.

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

- a. To participate in bidding process, bidders require (DSC) "Digital Signature Certificate" as per Information Technology Act-2000. This certificate is required for digitally signing the bid. Contractors can get above mentioned digital certificate from any approved / authorised vendor. The Contractors, who already are in possession of valid (DSC) Digital Signature Certificates, need not to procure new one.
- b. The contractors 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 & 7.

- d. Before submission of online bids, contractors must ensure that scanned copies of all the necessary documents have been uploaded with the bid.
 - e. The J&K FDCL will not be responsible for delay in online submission of bids for whatsoever reasons that may be.
 - f. All the fields of information required for bidding must be filled and then submitted online.
 - g. Contractors should have the scanned copies of Earnest Money Deposit as specified in the tender documents ready at the time of uploading of tenders. The original instruments in respect of Earnest Money Deposit and other relevant documents shall be submitted by the contractor who is declared L-1 to the tender inviting authority within two working days from the opening of the financial bid.
 - h. In case any discrepancy is noticed between the tender documents submitted online (scanned copies) and hard copies thereof, the bid shall not be accepted and the bidder shall be liable to penalties as per J&K SFC Registration of Contractors and their Conduct Regulations 2014.
10. The bids shall be exclusive of Goods and Services Tax (GST) which shall be paid to the contractor on rates applicable at the time of making payment.
 11. The bid shall be in terms of percentage below or above the overall total estimated cost per unit. The percentage quoted shall be non-variable / consistent against unit cost of all items listed in BOQ. The rates quoted must be reasonable, justified and workable.
 12. The guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.

Clause 12(a): The bidder shall be required to offer the rate(s) in terms of percentage upto two decimal points only.

- 12(b):** In case the rate offered by any bidder for a particular depot is found above the approved norm rates notified in the NIT, and in the event of his fulfilling the eligibility criteria for qualifying as 1st lowest contractor for that particular depot, the J&K Forest Development Corporation approved norm/scheduled rates shall be considered for approval and not the offered rate in such case.

12(c): Consideration of Abnormally Low Bids: -

An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. The Tender Inviting Authority/J&K FDCL may in such cases seek written clarifications from the Bidder, including detailed price analysis of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. After evaluating the price analysis, if the Tender Inviting Authority/J&K FDCL determines that the Bidder has substantially failed to

demonstrate its capability to deliver the contract at the offered price, the Tender Inviting Authority/J&K FDCL may reject the bid proposal.

As a safeguard, the bidder may be required to deposit Performance Guarantee over and above the EMD and Additional Security in the shape of CDR/FDR only, pledged to the Tender Inviting Authority.

13. GENERAL INSTRUCTIONS TO CONTRACTOR

13.1. Rights of the J&K Forest Development Corporation Limited.

The accepting authority reserves the right to accept or reject any or all the tender(s), before or after their opening, without assigning reasons for any such action.

13.2. Scope of Bid

13.2.1. The General Manager as a representative of the Jammu and Kashmir Forest Development Corporation Ltd invites bids for execution of various depot handling (subsidiary) operations viz loading, unloading, sorting, lotting, stacking, lifting, shifting activities in various depots (as described in these documents and referred to as "the works"). The particulars of work(s) are provided in the Annexure-I to NIT. The bidders may submit bids for all of the works detailed in the table given in the Notice Inviting Tender. Bid for each depot shall be submitted separately alongwith the documents as required.

13.2.2. The successful Contractor shall be expected to execute the depot handling operations for the financial year 2023-24 as specified in the NIT / Work Order.

13.2.3. The terms "bid" and "tender" and their derivatives i.e contractor, bid/tender, bidding/tendering etc.) appearing in the tender documents are correlated.

13.3. Qualification of the Contractor

In order to qualify, all bidders shall upload scanned copies of documents as defined below: -

- i) **Valid Registration Card.**
- ii) **Copy of GSTR-1 for the quarter ending December 2022.**
- iii) **Declaration by the Contractor in Annexure-II.**
- iv) **CDR/FDR as specified from any nationalized/ scheduled Bank pledged to General Manager Sales & Marketing Circle Kashmir J&K Forest Development Corporation Ltd.**

The bidders even if they possess the above qualifying criteria, are liable to be disqualified if they have a record of poor performance such as abandoning the works, defaulting on terms and conditions of the contract, inordinate delays in completion, history of litigation, or financial failures etc.

13.4. One Bid per Bidder.

Each Bidder shall submit only one Bid for one work.

13.5. Cost of Bidding

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

13.6. Site Visit

The bidder, at his own cost, responsibility and risk is advised to visit, examine and familiarize himself with the quantity and status of work. The cost of visiting the site shall be at the Contractor's own expense. He may contact the General Manager, concerned Circle / Divisional Manager Sales concerned, J&K FDCL for any guidance relating to site visit.

The bidder who has submitted the tender/bid is deemed to have satisfied himself/herself of all the operations involved in the depot(s) handling by his/her inspection of the depots and the area of the work.

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 Contractors
- c. General conditions of Contract
- d. Declaration form by the Contractor in Annexure-II.
- e. Bill of Quantities

14.2. Bidding documents can be downloaded free of cost.

14.3. The Contractor 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 Contractor's own risk. Bids which are not substantially responsive to the requirements of the Bidding Documents shall be rejected.

14.4. Pre-Bidding Conference.

A Pre-bid conference shall be held to clarify the queries of prospective Contractors, if any. All intending bidders may attend said conference to clarify matters related to this tender. (See first paragraph of NIT).

14.5. Amendment of Bidding Documents

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

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

14.6. Preparation of Bids

Language / Script of Bid is English

14.7. DOCUMENTS COMPRISING THE BID

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

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

- i. Valid Registration Card duly renewed.
- ii. Copy of EMD in the form of CDR/FDR.
- iii. GSTIN Copy of the GSTR-I for the quarter ending December 2022.
- iv. Declaration by the Contractor in Annexure-II.

(Contractors 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).

Part II It shall be named as "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 shall be deemed as part of the bid.

| Section | Particulars |
|---------|----------------------------|
| 1 | Notice inviting Tender |
| 2 | Instruction to the Bidders |
| 3 | Conditions of Contract |

15. Bid Prices.

- 15.1.1. The Contract shall be for the entire operations involved based on the priced Bill of Quantities submitted by the Bidder.
- 15.1.2. All costs and expenses, for whatsoever purpose, shall be included in the rates, prices and the total bid price submitted by the bidder.
- 15.1.3. The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be revised on any account.

16. Currencies of Bid and receipt.

The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian 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 of validity of bid, the contractor may request the Employer to extend the period of validity for a specified additional period. The request of the Tender and the Employer's responses shall be made in writing. The Employer may refuse the request without forfeiting his earnest money and the bidder shall not be permitted, in any case to modify his bid.

18. **Earnest Money.**

- 18.1 The Contractor shall furnish as part of the Bid earnest money deposit to the amount as specified in the e-Nit annexure-I. The bidders are at liability to deposit EMD higher than the amount indicated in this tender document. In case the bids of two or more contractors are tied, the amount of EMD shall form the basis for allotment of contract and the bidder having deposited highest amount of EMD shall be preferred.
- 18.2 The earnest money deposit shall be in the form of CDR/FDR of a scheduled commercial bank, pledged in favour of General Manager Sales & Marketing Circle Srinagar, **Jammu and Kashmir Forest Development Corporation Ltd General Manager (S&M) K** **The CDR/FDR shall be valid for six months or more after the last date of receipt of bids.**
- 18.3 Any bid not accompanied with CDR/FDR as Earnest Money Deposit, pledged in favour of **Jammu and Kashmir Forest Development Corporation Ltd** shall be rejected by the Employer as non-responsive.
- 18.4 The earnest money deposit, if any, of unsuccessful contractors will be released within 30 days of the evaluation of the Financial Bid.
- 19 The earnest money deposit, if any, of the successful Contractor will be released along with final 10 percent work-done dues after successful completion of the work to be certified by the concerned Divisional Manager Sales Division, J&K FDCL.

20 **SUBMISSION OF BIDS**

The Contractor shall submit separately "Technical Bid" and "Financial Bid"

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

Financial Bid: Shall be opened in favour of those contractors who qualify as per the technical bid submitted.

21 **DEADLINE FOR SUBMISSION OF BIDS**

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

- 21.2 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 contractors previously subject to the original deadline will then be subject to the new deadline.

22 BID OPENING AND EVALUATION

22.1 Bid Opening.

The Employer will open the bids received in the presence of the contractor or his 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 scheduled time and location on the next working day notified separately.

At the time opening of technical bid all the documents uploaded by each individual / contractor shall be announced.

At the time of the opening of the "Financial Bid", the names of those contractors whose bids are found responsive / qualified as per technical bid shall be announced and shall be accepted. The remaining bids who shall not qualify as per technical bid shall be rejected.

22.2. 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 contractors or any other persons not officially concerned with such process until the award to the successful Contractor has been announced. Any attempt by a Contractor to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

22.3 Clarification of Bids and Contacting the Employer.

No Contractor shall contact the Employer for any matter relating to its bid till the contract is awarded.

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

22.4 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 as defined in clause 13.3 and 13.4;
- b) 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 specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one,

- a) which is inconsistent with the bidding documents;

- b) which affects in any substantial way, the employer's rights or the Contractor's obligations under the Contract; or
- c) whose rectification would affect unfairly the competitive position of other contractors 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.

23. GENERAL CONDITIONS.

- 23.1. The rates offered by the bidders 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 allotted contracts has not been upto mark. No Contractor shall, therefore, start work unless the agreement has been executed 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 bidder the contract shall come into force and all terms and condition of the NIT shall be binding upon him. A formal agreement incorporating the terms of the contract will be executed by the successful bidder 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 his dues / deposits with the Forest Corporation.
- 23.3. The successful bidder 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 bidder 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), if any, shall be forfeited in favour of the J&K FDCL. In that eventuality FDCL shall be at liberty to take any appropriate action for getting the work done in the interest of FDCL at the risk and cost of the contractor.
- 23.4. Once the contract is sanctioned and the agreement executed by the successful contractor with the FDCL, the rates, terms and conditions as applicable will be binding on the contractor.
- 23.5. The Successful contractor shall not start execution of work in the depot unless work order is issued in his favour by the Concerned DM. Any Contractor starting the work in anticipation of said allotment shall be black listed and debarred from taking up any work in the Corporation.
- 23.6. The successful contractor shall be required to maintain a regular attendance register of the labour employed in the Sale / Store Depot for various operations. The register shall be got attested daily for every working day by the official in-charge of the Sale / Store Depot and shall remain open for check and inspection of the senior officers of the corporation.

- 23.9. In event of any accident taking place in the depot occurring due to the negligence of the contractor or his labour, the compensation shall be borne by the mate/contractor himself.
- 23.10. The successful contractor shall employ adequate number of skilled labourers as mentioned in below given table in the Sale/Store Depot. L1/Successful contractor must maintain Depot-wise/sub depot-wise skilled labour at following strength: -

| S.No | Name of FDCL Sale Depot | Minimum No. of Labourers required per day. |
|------|-------------------------|--|
| 1. | Shalteng | 10 |
| 2. | PC I, II, & III | 25 |
| 3. | Kakpora/Nikas | 10 |
| 4. | Sangam | 10 |
| 5. | Harnag | 5 |

In case of failure to provide minimum required labourers, the contractor is liable to pay a penalty of Rs.100/- per day per labour that would be in short of the required Number mentioned in the table above.

- 23.11. The undersigned or supervisory staff at the helm of affairs reserves the right to disallow engagement of any labour whose work and conduct is not found/reported satisfactory. Incharge Range Manager will take attendance of labour on Daily basis and shall record the progress / other Earnings of labour viz Unloading/Loading of timber from Pvt. Source in the Depot & will furnish monthly report to the concerned Divisional Manager's Sale for record and reference.
- 23.12. If at any stage the work of the successful contractor is found to be slow or unsatisfactory on account of deficiency of labour or any other cause, the General Manager (S&M) / concerned Divisional Manager sales of the respective Division after issuing a notice of five (5) days to the successful contractor to speed up the work shall be at liberty to engage labourers on "Departmental Basis" at the risk and cost of the successful contractor in addition to charging of supervision charges upto 25% of expenditure incurred at the discretion of the General Manager (S&M) K J&K FDCL, Rambagh Srinagar.
- 23.13. Government debtors/black listed persons mate/contractors need not to participate in the tendering process.
- 23.14. The relevant agreement format can be seen in the office hours on any working day in the office of the undersigned. It will be thus presumed that all those who have submitted the tenders have read and understood the agreement and conditions of the tender notice. He/they have to abide by the conditions embodied in the agreement and also those contained herein.
- 23.15. In case of emergency i.e flood, fire or in the event of any mishap or natural calamity or frequent auctions occurring in the depot, the mate/contractor and his labour working in the depot will be bound to assist the staff and work as even on Sunday/Gazetted

holiday and night hours. The mate/contractors shall however be paid at the sanctioned rates of the contract and for any extra operation not covered under this contract will be paid on "Departmental basis" at the rates negotiated by the General Manager (S&M)K J&K FDCL Rambagh Srinagar.

- 23.16. In the event of any loss to FDCL due to the negligence of the depot labour the loss shall be borne by the mate/contractor.
- 23.17. Failure of the firm/contractor to start the work within the stipulated time shall construe breach of contract, and, a registered notice or notice sent through special messenger to the firm/contractor for not starting the work shall be sufficient to windup or cancel his contract.
- 23.18. The contractor shall be responsible for timely payment to the deployed labour and for compliance of all statutory provisions relating to labour laws in respect of persons so employed.
- 23.19. For any dispute between the Contractor and the Corporation the jurisdiction of respective Court(s) shall be applicable.

24. **Terms/Modes of payments.**

Payments shall be released on account of completed activities 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. 90% value of actual work done.
 - b. Final 10% payment shall be released after successful completion of the contract in all respects and clearance by the concerned Divisional Managers sale/General Manager and scrutiny by the Finance Wing and Project and Planning Circle. Monthly penalty on account of providing labour below the prescribed Number as per clause (23.10) is liable to be deducted from the 10% Final payment of the contractor.
 - c. No advance payment shall be made by the FDCL against the allotted contract.
25. The contractor shall be responsible for the losses suffered by the FDCL on account of willful act of the contractor, his Agent/Manager/Labour or due to delayed completion of works.
 26. The contractor shall not have any right to transfer / sublet his assets and liabilities of the contract under the agreement to any person or party. The contractor may give irrevocable Power of Attorney under exceptional circumstances to another FDCL registered contractor in respect of execution of work, only after obtaining prior permission in writing from the Managing Director whose decision shall be final and binding on the contractor. The payments shall be released only in favour of original contractor and the liabilities of the contract shall continue to vest with the original contractor.
 27. The contractor shall ensure that the provisions of Minimum wages Act. be followed in letter and spirit. Any breach of these conditions will be liable for termination of the
-

binding on the contractor. The payments shall be released only in favour of original contractor and the liabilities of the contract shall continue to vest with the original contractor.

27. The contractor shall ensure that the provisions of Minimum wages Act. be followed in letter and spirit. Any breach of these conditions will be liable for termination of the contract and the same would be dealt accordingly and the contractor will be black listed for future contract.
28. Contractor shall be solely responsible for payment of wages / salaries / leave salary/ bonus / gratuity / CPF / ESI and / or other benefits and allowance to his personnel that might become applicable under any Act or order of the Government including the Minimum wages Act. The office shall have no liability whatsoever in this regard and the Contractor shall indemnify this office against any/all claims which may arise under the provisions of various Acts and/or Govt. Orders etc.
29. Insurance cover protecting the agency against all claims applicable under Workmen's Compensation Act, 1948, shall be borne by the Contractor. The Contractor shall arrange necessary Insurance Coverage for any persons deployed by him even for a short duration. This office shall not entertain any claim arising out of mishap, if any, that may take place. In the event of any liability/claim falling on this office, the same shall be reimbursed /indemnified by the Contractor.
- 30.1. Taxes, as applicable shall be deducted at source from the work done bills of the contractor in accordance with the laws governing the same.
- 30.2. The payments shall be released to the contractors only on the submission / production of GSTIN registration certificate/quarterly returns.
31. Any other condition which J&K Forest Development Corporation Limited may like to incorporate shall be communicated at the time of opening of tenders and will be deemed as part of this NIT and shall form the part of relevant agreement to be executed after the allotment of contract.

32. **Penalty.**

If the successful contractor, neglects, delays or fails to execute the allotted work, or fails to complete the work in stipulated period envisaged in agreement/work order, or defaults/fails to comply with the terms and conditions of the contract, or is found involved in illegal activities, the J&K FDCL 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 issuing 15 days' notice; and / or.
 - b. To recover the amount of loss caused by failure or default from the dues against work done / 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 and / or.

e. Blacklist the contractor.

33. Schedule of Dates for e-tendering.

| S. No | Activity | Date | Time |
|-------|---|--|----------|
| 1. | Publishing Date | 06.03.2023 | 1800 Hrs |
| 2. | Document Download start date | 07.03.2023 | 1800 Hrs |
| 3. | Pre-Bid Meeting | 11.03.2023 | 1100 Hrs |
| 4. | Bid submission start date | 14.03.2023 | 0900 Hrs |
| 5. | Document Download End date | 29.03.2023 | 1800 Hrs |
| 6. | Bid submission end date | 29.03.2023 | 1800 Hrs |
| 7. | Technical Bid opening date | 31.03.2023 | 1100 Hrs |
| 8. | Uploading of Technical Bid Evaluation Sheet | To be notified later on | |
| 9. | Financial Bid opening date | To be notified later on | |
| 10. | Uploading of Financial Bid evaluation Sheet | Immediately after completion of financial evaluation | |
| 11. | Declaration of the Successful Bidder | To be notified later on | |


M. Ayub Dar,
General Manager (S&M) K
J&K FDCL Rajbagh Srinagar

No: - 2597-2609 /GM/S&M/K/FDCL

Dated: - 03/03/2023

Copy for information and necessary action to the: -

1. Managing Director, J&K FDCL Jammu. The draft e-tender notice stands approved by him telephonically on 01.03.2023.
2. All Chief General Managers/General Managers, J&K FDCL Kashmir.
3. Chief Pay Accounts Officer, J&K FDCL Jammu.
4. Pay and Accounts Officer, JKFDCL Central Srinagar.
5. All Divisional Managers Sales & Marketing Circle J&K FDCL Kashmir.
6. Divisional Manager (Finance), J&K FDCL, Kashmir.
7. Divisional Manager (Legal), J&K FDCL, Kashmir.
8. Sh. Rajesh Goswami, Incharge e-Governance Programme for uploading of e-NIT on official web site of JKFDCL.
9. Sh. Kaiser Farooq Dar, Incharge website for uploading of e-NIT.


General Manager (S&M) K
J&K FDCL Rajbagh Srinagar

Annexure-I (Log Form)
FDCL Sales South Division

| | Name of operation/Activity | Estimated Rates/cft | Name of Depot | Class of contractor eligible for tendering | Earnest Money |
|----|--|---------------------|--|--|--|
| | A. Major Activities: - | | | | |
| 1. | Unloading of timber | Rs. 0.20 | 1) Sangam 2) Hamag 3) Kakapora/Nikas | "C" & "D" Class | 1) Rs 25,000/- 2) Rs 10,000/- 3) Rs 30,000/- |
| 2. | Sorting / passing | Rs. 0.31 | | | |
| 3. | Rolling/lotting/stacking | Rs. 1.07 | | | |
| | B. Occasional Activities: - | | | | |
| 1. | Dismantling / Restacking where-ever required | Rs. 0.23 | | | |
| 2. | Loading of timber in trucks | Rs. 5.89 | | | |
| 3. | Random checking | Rs. 0.06 | | | |

FDCL North Sales Division

| F.D.2 North Cares Division | | | | | |
|----------------------------|--|---------------------|--|--|----------------|
| | Name of operation/Activity | Estimated Rates/cft | Name of Depot | Class of contractor eligible for tendering | Earnest Money |
| | A. Major Activities: - | | | | |
| 1. | Unloading of timber | Rs. 0.20 | P C Depots (I, II & III) | "C" | 1) Rs 50,000/- |
| 2. | Sorting / passing | Rs. 0.31 | | | |
| 3. | Rolling/lotting/stacking | Rs.1.07 | Shaltang/Fair Price/TUD Depots * | "C&D" | 2) Rs 25,000/- |
| | B. Occasional Activities: - | | | | |
| 1. | Dismantling / Re-stacking where-ever required | Rs. 0.23 | | | |
| 2. | Loading of timber in trucks | Rs. 8.72 | | | |
| 3. | Random checking | Rs. 0.06 | | | |

*** The successful tenderer has to accomplish the above activities in TUD for Sawn Stocks if any on applicable approved rates.**

ANNEXURE-II

Reference: Tender Notice dated 03.03.2023 issued by GM (S&M)K under endorsement No. 2597-2609/GM/S&M/K/FDCL Dated: - 03.03.2023

Declaration Form (To be filled by the Tenderer)

| | | | | |
|----|--|---|---------|--------------|
| 1 | Name of the Tenderer | | | |
| 2 | Parentage | | | |
| 3 | Resident of | | | |
| 4 | Mobile No. | | | |
| 5 | PAN No. | | | |
| 6 | GSTIN No. | | | |
| 7 | If tender condition are accepted in Full (Reply Yes or No) | | | |
| 8 | Registration Details | Registration Number | Class | Validity |
| | | | | |
| 9 | Nature of work | All activities involved in depot handling / subsidiary operation of timber stocks of depot. _____ as per NIT. | | |
| 10 | Particulars of Cost of Tender Documents | | | |
| | Name of the Bank | Branch | Amount. | Deposited on |
| | | | 1000/- | |
| 11 | Particulars of Earnest Money Deposit | | | |
| | Bank | Amount | Number | Dated |
| | | | | Pledged to |
| | | | | |

I/ we solemnly affirm and declare: -

- i. I/ We have read and understood all the clauses contained in the tender notice referred above, and,
- ii. I/ We undertake that I/ we shall abide by all the terms and conditions contained in the said tender notice, sanction and agreement in letter and spirit.

Signature of the Tenderer