

J&K FOREST DEVELOPMENT CORPORATION

Extraction West Circle Jammu. SHORT TERM TENDER NOTICE INVITING E-TENDER

e-NIT No. 10 of 2022-23/Tenders/West Dated 14.02.2023

For and on behalf of the Managing Director, J&K Forest Development Corporation, **General Manager Extraction, West Circle, J&K Forest Corporation, Jammu** invites e-tenders from Contractors registered with J&K Forest Development Corporation for execution of various timber logging operations viz. Extraction, Off Road Transportation and Road Transportation of Marked trees **cleared under FCA markings falling in Extraction Divisions of Ramban and Rajouri** of this Circle as per details given in the Annexure-I to this General Tender Notice (SBD & BOQ).Tenders shall be submitted online on J&K e-procurement Portal www.jktenders.gov.in. A Pre-bid conference, **if required**, shall be held on **16.02.2023 at 1100** Hours in the Office of General Manager Extraction Circle **West**, J&K Forest Development Corporation, **Sub Office Bikram Chowk, University Road, Jammu**, to clarify the queries of prospective Contractors. All intending bidders should attend said conference to clarify matters, if any, related to this tender enquiry.

- 1. The Bidders are requested to quote their Rates Lump Sum Per Cft for all activities in accordance with BOQ with the tender notice.**
- 2. The Bid Documents can be downloaded from the website <http://jktenders.gov.in> w.e.f 15.02.2023 at 0900 Hrs.**
- 3. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 16.02.2023 from 1400 Hrs to 27.02.2023 upto 1600 Hrs.**
- 4. Technical Bids of Contractors shall be downloaded online/opened in the office of **General Manager, Extraction, West Circle, J&K Forest Development Corporation, Sub Office Bikram Chowk, Jammu** on**

28.02.2023 at 1400 Hrs. In case of some un-foreseen circumstances, holiday or otherwise, the date of opening of the bids as specified shall be the next working day, or else notified separately.

5. Bid documents can be seen at and downloaded from the website <http://jktenders.gov.in>. Bid documents contain 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 and 18.1 of the SBD (General Tender Notice) payable in favour of **General Manager Extraction, West Circle, J&K Forest Development Corporation, Jammu**. Bid security shall have to be in the form of CDR/FDR only (no other instrument will be entertained) having a validity of six months or more from the date of receipt of Bid.
 - a. The original instruments in respect of EMD and relevant Technical Bid Documents etc must be uploaded by the contractors. However, the bidder who is declared L-1 after opening of Financial Bids shall submit hard copies of original instruments to the **General Manager Extraction, West Circle, J&K Forest Development Corporation, Jammu**.
 - b. **CDR means 'Call Deposit Receipt' and FDR means 'Fixed Deposit Receipt' issued by any Nationalized/Scheduled Bank pledged to the Tender Inviting Authority i.e. General Manager Extraction, West Circle, J&K Forest Development Corporation, Jammu.**
7. Financial Bids of those bidders who have technically qualified will be downloaded/opened online in the office of the **General Manager Extraction, West Circle, J&K Forest Development Corporation, Sub Office, Bikram Chowk, Jammu** immediately after the evaluation of technical bid is completed by the committee. In case of some un-foreseen

circumstances, holiday or otherwise, the date of opening of the bids as specified shall be the next working day, or else notified separately.

8. (a) The bidders shall be required to submit a sum as Earnest Money Deposit specified in the tender document for due performance of contract. The bid for work shall remain open for acceptance for a period of 90 days from the date of opening of bids. If any bidder withdraws his/her bid before the said period or makes any modification in the terms and conditions of the bid, the Earnest Money shall be liable to be forfeited in favour of J&K Forest Development Corporation.

(b) If the tender is accepted, the Earnest Money will be retained as part of security for due fulfillment of the contract. The Earnest Money of other contractors shall be released to them but the J&K Forest Corporation will 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.

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

(d) In case it is found that the contractor(s) has/have furnished misleading/wrong or fraudulent information/documents, the Earnest Money Deposit of the contractor(s) will be forfeited or otherwise the contractor(s) shall be liable for cancellation of Registration with Forest Development Corporation for period of at least five years.

9. Instructions to Bidders regarding e-tendering process.

- a. To participate in bidding process, contractors 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 vendor.

The Contractors, who already possess valid DSC need not procure new Digital Signature Certificate.

- 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 Forest Development Corporation will not be responsible for delay in online submission of bids whatsoever reasons may be.
- f. All the details of information required for bid must be filled and then submitted online.
- g. At the time of uploading of tenders the contractors should be in possession of the scanned copies of all the documents i.e. Earnest Money Deposit and other relevant documents required to be submitted as specified in the tender documents, which he/she shall accordingly upload. The original instruments in respect of EMD and other relevant documents shall be submitted by the contractor who is declared L-1 to the Tender Inviting Authority within two working days after the evaluation of the financial bid.
- h. In case any discrepancy is noticed between the tender documents submitted online (scanned copies) and hard copies (in original) thereof, the bid shall not be accepted and the bidder shall be liable to penalties as per J&K FDC Registration of Contractors & 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 guidelines for submission of bid online can be downloaded from the website <http://jktenders.gov.in>.
12. Intending bidders shall quote **lump sum rates per cft** for stocks duly delivered at J&K Forest Development Corporation Sale Depot / Predetermined Delivery Point/ Final Destination as shown in the Annexure to NIT. **Rate offered as percentage of the norm rate shall not be accepted.** Timber is a valuable commodity and is susceptible to deterioration if not extracted and transported in a professional and timely manner. Poor workmanship or delay in the extraction/delivery of timber stocks by the contractor after issuance of work order, results in financial loss to the Corporation and to the state exchequer. Therefore, for timely delivery of stocks, the rate(s) offered by the Bidder(s) must be reasonable and workable (see clause 12(c) below).

(a): The bidder shall be required to offer the rate(s) in terms of rupees and paisa only. Fraction of one paisa, if any, shall be ignored.

(b): In case the rate offered by any bidder for a particular coupe 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 coupe/marketing, the J&K Forest Development Corporation approved norm rates shall be considered for approval and not the offered rate in such case.

(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 Forest Development Corporation 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 Forest Development Corporation determine that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Tender Inviting Authority/J&K Forest Corporation may reject the bid proposal.

As a safeguard, the bidder may be required to deposit **Additional Performance Guarantee** in the shape of **CDR only**, pledged to the Tender Inviting Authority, for an amount as deemed suitable by the Tender Inviting Authority, which shall be over and above the EMD and Performance Guarantee.

13. GENERAL INSTRUCTIONS TO CONTRACTOR

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

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 **Managing Director of Jammu & Kashmir Forest Development 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 of work and prescribed quantity of the work(s) is provided in the appended Annexure-I to NIT. The contractors may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender. Bid for each work shall be submitted separately along with the documents as required.

13.2.2. The successful Contractor shall be expected to complete the work(s) by or before the date of completion 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 contractors shall upload scanned copies of documents as defined below: -

- i) **Valid Registration Card duly renewed.**
- ii) **Copy of the GSTR-1 for the quarter ending December, 2022, or later.**
- iii) **Declaration by the Contractor in Annexure-II.**
- iv) **CDR / FDR @ 2% of the advertised cost as specified in the Annexure, or more, from any Nationalized/ Scheduled Bank pledged to General Manager, Extraction West Circle, J&K Forest Development Corporation, Jammu (see clause 18.1).**

The contractors, even if they possess the above qualifying criteria, are subject 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 Contractor 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 Contractor, at his/her own cost, responsibility and risk, is advised to visit, examine and familiarize 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 executing the works of lumbering operations as defined in the NIT. The cost of visiting the site shall be at the Contractor's own expense. He/she may contact the General Manager, **West Circle**/Divisional Manager Extraction concerned, J&K Forest Development Corporation for any guidance relating to site visit. Moreover 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 taken over by the J&K Forest Development Corporation and the contractor shall not have any claim, whatsoever on this account as well.

The contractor who has submitted the tender/bid is deemed to have satisfied himself/herself of the lumbering operations involved in the compartment(s) by his/her actual inspection of the forests and the area of the work. Although J&K Forest Development Corporation has worked out various operations involved as are mentioned in the Estimate Sheet, the tender shall take into account all conditions liable to be encountered during execution of the said work.

- 13.7** In case the contractor plans to change the mode of any activity /activities or its magnitude to his/her convenience, a fresh Project Report based on changed mode of activities/activity shall be framed and in case the rate worked out on the basis of the revised activities is less than the already sanctioned rate, the contractor shall be allowed the revised rate as such. However in case the revised rate works out to more than the already sanctioned rate, the contractor shall be paid on original sanctioned rate and no additional payment shall be made on this account.

13.8. The Successful Contractor, if required, shall have to Extract & Transport projected quantity of **Firewood** with respect to particular compartment up to final destination, for which Forest Corporation norms in vogue will be applicable.

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. 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.

14.3. Pre-Bidding Conference.

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

14.4. 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.

14.5. **Preparation of Bids**

Language/Script of Bid is **English**

14.6. **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 (No other instrument).**
- iii. Copy of the GSTR-1 for the Quarter Ending December, 2022 or later.**
- 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.

- a. The Contract shall be for the entire operations involved based on the priced Bill of Quantities submitted by the Bidder.
- b. All costs and expenses, for whatsoever purpose, shall be included in the rates, prices and the total bid price submitted by the bidder.
- c. 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 Tenderer and the Employer's response 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 @ 2% of the advertised contract value in the shape of CDR/FDR only as specified in clause 13.3. However the bidders are at liberty to deposit Earnest Money Deposit higher than the amount indicated in this tender document. In case the bids of two or more contractors are tied, the amount of Earnest Money Deposit 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, Extraction West Circle, J&K Forest Development Corporation, Jammu.** 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 General Manager, Extraction West Circle, J&K Forest Development Corporation, Jammu** shall be rejected by the Tender Inviting Authority as non-responsive.

19. The Earnest Money Deposit of unsuccessful contractors will be released within **30 days** of the evaluation of Financial Bid.

20. **SUBMISSION OF BIDS**

The Contractor shall submit **“Technical Bid”** and **“Financial Bid”** separately.

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

Financial Bid: shall be opened in favour of only 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/their representative who choose to attend at the scheduled time, date and place. In the event of the specified date for the opening 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. In case of some un-foreseen circumstances, the date of opening of the bids as specified shall be the next working day, or any other day, notified separately.

At the time of opening of 'Technical Bids', all the documents uploaded by each individual/contractor shall be downloaded and put to technical evaluation. The bids which shall not qualify technically, shall be rejected.

'**Financial Bids**' of only those bidders who have technically qualified will be opened. At the time of the opening of the Financial Bid, the names of those contractors who were

responsive / qualified the technical bid, shall be announced and their bids shall be downloaded and put to evaluation.

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;
- a) has been properly signed;
- b) is accompanied by the required securities; and
- c) is substantially responsive to the requirements of the bidding documents.

A 'Substantially Responsive 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 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 deviations or reservations.

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. The successful Bidder shall be required to deposit **Performance Guarantee** amount to the tune of 3% of advertised contract value in the shape of CDR ***pledged to General Manager (Ext) J&KFDCL West Circle Jammu*** which will be over and above the EMD ***before issuance of the sanction.*** The Earnest Money Deposit and Performance Guarantee 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 Extraction, J&K Forest Development Corporation. However, in case the contractor has completed all operations including transportation upto transit depot within stipulated time period and only transportation depot onwards remains, the GM concerned may release the performance guaranteed/ additional performance guaranteed in favour of the contractor after satisfying himself about the progress of work.

- 23.3. 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 J&K Forest Development Corporation.
- 23.4. The successful bidder shall execute the **Agreement** with 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. Failure of the firm / contractor to start the work within the stipulated time shall construe breach of contract and in case he does not start work within the prescribed period, a notice shall be sent through registered post or through special messenger on the firm/contractor to start the work immediately. In case the contractor/firm fails to comply to the notice(s), 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 Performance Guarantee shall be forfeited in favour of the J&K Forest Development Corporation. In that eventuality J&K Forest Development Corporation shall be at liberty to take any appropriate action for getting the work done in the interest of Forest Corporation.
- 23.5. Once the contract is sanctioned and the agreement executed by the successful contractor with the J&K Forest Development Corporation, the rates, terms and conditions as applicable will be binding on the contractor.
- 23.6. The Successful Contractor 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 allotment shall be black listed and debarred from taking up any work in the Corporation and shall also be liable for punishment under relevant forest laws.

- 23.7. 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 Earnest Money Deposit as well as the Performance Guarantee mentioned in Clause 13.3 and 23.2 above shall be liable to be forfeited. This forfeiture shall be in addition to the penalties as prescribed in the NIT/Agreement.
- 23.8. Extension in the Working Period shall not be claimed as a matter of right. Extension, however, may be considered by the Managing Director, 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 General Manager concerned and Managing Director, J&K Forest Development Corporation, declaring all the reason of not fulfilling the contractual obligations in time.
- 23.9. In case the Performance of the Contractor at any stage of lumbering operation including road transportation is not found satisfactory, the Corporation will be at liberty to make alternate arrangement at the risk and cost of the contractor.
- 23.10 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 for whatsoever reasons. However, if on the directions of GM/DM concerned the stocks are delivered to other destination(s) as well, payment shall be made for the

actual distance involved by applying the sanctioned rates proportionately.

- 23.11 The Corporation shall be at liberty to **Transport** upto **30%** of the stocks through its own Departmental Fleet at the discretion of DM/GM concerned to which the contractor shall have no objection and the payments shall be released accordingly.
- 23.12 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 Labours for work on each activity and shall use Standard Tools and Equipments required for execution of work at his own cost.
- 23.13 Misconduct/Misbehavior during the tender opening process with any officer/official shall be dealt under rules.
- 23.14 The Contractor will abide by all prevailing Forest Laws and other Laws governing the contract and will be personally responsible for any unlawful act during the period of contract.
- 23.15 The Safety of all stocks and any Material/Machinery supplied by J&K Forest Development Corporation shall be the responsibility of Contractor/Agency/Firm.
- 23.16 For any Dispute between the Contractor and the Corporation the jurisdiction of respective Court(s) shall be applicable.
- 24.** The Payments on the basis of **Forest Measurement (FMM)** shall be made only for hand-sawing work for the stocks having side wane called 'Passels' whereas 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.

25. Payment of Standard Sized Timber.

(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 in each category and incorporated in the sanction mentioned in Clause – 23.3 of this NIT.
- (c) Hakri (in Deodar and Kail) not exceeding 2% of the total extracted volume may be extracted after due inspection of the remnant stocks at the discretion of the GM/DM concerned. Poles of standard specifications shall be extracted out of the pole marking received from the Forest Department.
- (d) The Payment shall be regulated at 50% of the approved Hand Sawing Rates of Odd Size Timber for Extraction of Hakries and Pole-Ballies and at Full Rates for Off-road Transportation and Road Transportation activities.

26. 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 % payment for the actual work done in respect of completed activities of Hand- Sawing and Other Off-Road Transportation operations.

- b. 75 % payment for actual work done in respect of 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 at Jammu/Kashmir/CTSDs.
- d. Final 10% payment shall be released after successful completion of the contract in all respects and clearance by the concerned General Manager and scrutiny by the Finance Wing and Project and Planning Circle.
- e. 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" which shall be *subject to actual extraction of Standard Sized Timber as reconciled by the receiving agencies viz. Sales Jammu and/or CTSDs .*
- f. The Payment shall be made on the basis of Actual Measurements of dispatched stocks duly reconciled. *However payment on account of 2% permissible Sharahmandi Variation shall be regulated only after condonation of the same by the Managing Director while as any Sharahmandi variation detected in excess of this permissible limit shall in no case qualify for any payment on account of any activity right from felling. This permissible variation shall be computed in respect of stocks dispatched to sale depots Jammu only without taking into account the volume supplied to the CTSDs. Moreover in case of supplies made to the CTSDs*

any variation detected during the course of receipt/ reconciliation of stocks shall not qualify for any sort of payment on account of any activity right from felling.

- g. No payment shall be made for stocks for any activity on account of any operational loss suffered during extraction or haulage or transportation of stocks.*
- h. A permissible 2% Mahan Loss in cases which involve Mahaning activity is admissible during Mahaning and payment on account of this permissible loss shall be regulated only after condonation of the same by the Managing Director. Any loss beyond 2% suffered during Mahaning of stocks shall be un-paid for right from felling*
- i. No Advance Payment shall be made by the J&K Forest Development Corporation against any allotted contract.*

- 27.** Payments shall be made only for the stocks received at the final destination i.e. Sale Depots / CTSDs. No payments shall be made for the timber stocks burnt or otherwise damaged or lost.
- 28.** The Contractor shall be responsible for the losses suffered by the J&K Forest Corporation on account of any negligence by the contractor, and/or his Agent /Manager/Attorney holder/Labour or due to Delayed Completion of Works, Defective Conversion and Negligent Road Transportation.
- 29.** 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 J&K Forest Development Corporation registered contractor in respect of execution of work only after obtaining prior permission in writing from the Managing Director. However, **the liabilities of the contract shall continue to vest with the original contractor and the payments shall not be made to the Attorney Holder.**

- 30.** Taxes, as applicable shall be deducted at source from the work done bills of the contractor in accordance with the laws governing the same.
- 31.** Regular Filing of GST Returns is mandatory for the contractor and therefore the payments shall be released to the contractors only on the submission/production of relevant GST returns on regular basis as required under rules. All payments of the contractor shall be subject to satisfactory filing of GST return in respect of previous payments received from this organization from time to time.
- 32.** Labour Welfare Fund @ **2%** and Income Tax @ **1%** of the total payments or as applicable under rules shall be deducted from the work done bills of the contractor.
- 33.** Any other condition which J&K Forest Development Corporation 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 also form the part of relevant agreement to be executed after the allotment of contract.

34. 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 Fails to Comply with the Terms and Conditions of the Contract, or is Found Involved in Illegal Extraction of Unmarked Trees shall construe breach of contract and the J&K Forest Development Corporation 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**

- d. upto 10% of the value of the contract and/or,
- e. To **forfeit** the Earnest Money Deposit and Performance Guarantee along with Additional Performance Guarantee if any and/or.
- e. To **Deregister or Blacklist** the Contractor.

-Sd/-

(Mohammad Ayub Khan)
General Manager (Ext)
J&K Forest Development Corporation.
Extraction West Circle Jammu

No: 742-61/Tenders/GM/W//FDC/J Dated: 14-02-2023

Copy for information and necessary action to the: -

1. Managing Director, J&K Forest Development Corporation Jammu
2. Chief Conservator of Forests, Jammu.
3. Chief Accounts Officer, J&K FDC Jammu.
- 4-5.. Conservator of Forests, East/West Circles.
6. General Manager Vigilance J&K FDC Jammu.
7. General Manager (S&M) J&K FDC Jammu.
- 8-11. Divisional Forest Officer, Forest Divisions Raman, Rajouri & Nowshera
12. Pay and Accounts Officer, East/West Jammu JKFDCC.
13. Divisional Manager Finance JKFDCC Jammu.
- 14-16. Divisional Manager Ext. Divisions Ramban and Rajouri, J&K FDC.
17. Divisional Manager (Legal), J&K FDC, Jammu.
18. Incharge Website with the request to upload on official website.
19. Notice Board.

-Sd/-

(Mohammad Ayub Khan)
General Manager (Ext)
J&K Forest Development Corporation.
Extraction West Circle Jammu

ANNEXURE-II

Reference: Tender Notice No. **10 of 2022-23/Tenders/West** dated **14/02/2023** issued by General Manager Extraction West Circle, Jammu under endorsement **No.742-61/Tenders/GM/W/FDC/J dated 14/02/2023**.

**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 extraction, off-road transportation and road transportation of stocks/firewood from compartment No. _____ as per above referred NIT.		
10.	Particulars of CDR/FDRs			
	Bank with Branch	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

**Annexure-I to the e-tender Notice No. 10 of 2022-23/Tenders/West issued vide this office No.742-61/Tenders/GM/FDC/W/J dated 14-02-2023,
For timber Logging Operations from FCA Markings available in various Ext. Divisions in respect of West Circle Jammu.**

#	FC Division	Project/ Comptts.	Volume		Brief of Activities Envisaged in Execution of the Contract / Project	Nature of Contract	Estimated Rate per Cft for all Activities (IN Rs.)	Estimate d Contract Value (Fig. in lacs Rs.)	EMD Required (Fig. in lacs Rs.)	Working Period	Class of Contractor Eligible
			(in lac Cft)								
			(R.V)	(S.V)							
1	2	3	4	5	6	7	8	9	10	10	11
1	Ramban (I)	25, 26 & 28 /Arnas (Rama Kunda to Gool Road)	0.053	0.021	Felling, Hand-sawing, Head Carriage in Forest, Stacking & then Road Transportation upto Sale Depot Jammu including Loading.	Composite	167.14	3.51	0.070	Ending' June 2023	Small & Dee
2	Ramban (I)	35/Banihal (Bawa to Mangit Road)	0.031	0.025	Felling, Hand-sawing, Head Carriage in Forest, Stacking & then Road Transportation upto Sale Depot Jammu including Loading.	Composite	142.74	3.57	0.072	Ending' June 2023	Small & Dee
3	Rajouri (I)	31/R, 32/R (Up gradation of Poonch to Akhnoor Road –V) <u>Log Form</u>	0.060	0.025	Extraction & Rolling of Logs, Transportation from FLP to Transit Depot Dalogra including loading/un-loading and then Road Transportation from TD to PC Depot Srinagar including loading.	Composite	204.83	5.12	0.103	Ending' June 2023	Small & Dee
4	Rajouri (II)	99 & 100/R (Chawa to Barvan Road)	0.011	0.005	Felling, Hand-sawing, Head Carriage in Forest, Kacha Road Transportation by means of Tractor Trolley including loading un-loading, Stacking & then Road Transportation upto Sale Depot Jammu including Loading.	Composite	133.73	0.67	0.014	Ending' May 2023	Small & Dee

5	Rajouri (II)	8 & 160/N (Patrari to Dandesar Balla)	0.012	0.005	Felling, Hand-sawing, Head Carriage in Forest, Kacha Road Transportation by means of Tractor Trolley including loading un-loading, Stacking & then Road Transportation upto Sale Depot Jammu including Loading.	Composite	118.07	0.59	0.012	Ending' May 2023	Small & Dee
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-Sd/-

(Mohammad Ayub Khan)
General Manager (Ext)
J&K Forest Development Corporation
West Circle Jammu