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**J&K FOREST CORPORATION**  
**Extraction West Circle, JAMMU**  
**SHORT TERM TENDER NOTICE INVITING E-TENDER**

e-NIT No. 04 of 2019-20/WEST Dated 29.02.2020

For and on behalf of the Managing Director, J&K State Forest Corporation, Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu invites e-tenders from contractors registered with J&K Forest Corporation for execution of various timber logging operations viz extraction, off road transportation and road transportation in advertised compartments 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](http://www.jktenders.gov.in). A Pre-bid conference shall be held on 03.03.2020 at 1300 hours in the Office of Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu, to clarify the queries of prospective Contractors if any. All intending bidders should attend said conference to clarify matters related to this tender enquiry if any.

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 29.02.2020. The cost of downloaded tender documents shall be deposited in favour of Managing Director, J&K Forest Corporation, into bank account No 0247010100001638 maintained at J&K Bank Ltd, Fruit Complex, Jammu.
3. The Bids shall be deposited in electronic format on the website <http://jktenders.gov.in> from 05.03.2020 to 11.03.2020 up to 1800 Hrs.
4. Technical bids of contractors shall be downloaded online/opened in the office of Managing Director, J&K Forest Corporation, Forest Complex, Gladni Narwal, Jammu on 12.03.2020 at 1100 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 12, 13.3, 18.1 & 18.2 of the SBD (General Tender Notice) payable in favour of Chief General Manager, Extraction West Circle, J&K Forest 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 cost of Documents, 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 Chief General Manager, Extraction West Circle, J&K Forest 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. Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu.

7. Financial Bids of those bidders who have technically qualified will be opened online in the office of the Managing Director, J&K Forest Corporation, Forest Complex, Gladni Narwal, 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 / Additional Security 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 along with the Additional Security Deposit shall be liable to be forfeited in favour of J&K Forest Corporation.

(b) If the tender is accepted, the Earnest Money / Additional Security Deposit 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 / Additional Security 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 / Additional Security Deposit of the contractor(s) will be forfeited or otherwise the contractor(s) shall be liable for cancellation of registration with Forest Corporation for period, at least, for 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 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. bank receipt as cost of tender document, Earnest Money Deposit & Additional Security 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 cost of documents, EMD / Additional Security 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 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 SFC 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 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) have to be reasonable and workable. If the rate(s) offered by a bidder are less than the approved norm rates by 15% or more, the bidder shall have to deposit additional Security deposit which will be over and above the EMD amount stipulated in Clause – 8 & 18.1 and Annexure to this NIT in the shape of CDR / FDR as per the below given ratio:-

#	Percentage by which offered rates are below norm rates	Additional Security Deposit in the shape of CDR / FDR
	1	2
1	Below 15 %	Nil
2	15 % to below 25%	At least 5% of contract value.
3	25 % and above (please see clause 12 c)	At least 15% of contract value.

*Explanation: While calculating the percentage, fractions shall not be rounded off*

The CDR / FDR for Additional Security Deposit shall have to be uploaded at the time of submitting the tender and the original instruments of CDR / FDR along with that of EMD of the successful bidder i.e L1 shall have to be deposited in original within 2 days after evaluation of financial bid. In case of default, the tender shall be liable to be rejected and the earnest money/ additional security deposit, if any, shall be liable for forfeiture.

The bidders are at liberty to deposit Earnest Money Deposit and Additional Security Deposit higher than the limit indicated in the column of the table above. In case the bids of two or more contractors are tied, the total amount of Earnest Money Deposit and Additional Security Deposit shall form a basis for allotment of contract and the bidder having deposited highest amount (EMD+ additional security) shall be preferred.

- (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 1<sup>st</sup> lowest contractor for that particular coupe/marketing, the J&K Forest 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 Corporation may in such cases seek written clarifications from the Bidder, including detailed price analyses 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 analyses, if the Tender Inviting Authority / J&K Forest Corporation 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 Forest Corporation 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 only, pledged to the Tender Inviting Authority.

### 13. **GENERAL INSTRUCTIONS TO CONTRACTOR**

#### 13.1. **Rights of the J&K Forest 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 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 alongwith 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, 2019.
- iii) Declaration by the Contractor in Annexure-II.
- iv) CDR / FDR @ 2% of the advertised cost as specified in the Annexure from any nationalized/ scheduled Bank pledged to Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu.
- v) CDR / FDR as per amount mentioned in clause 12 of the N.I.T from any nationalized/scheduled bank pledged to Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu.
- vi) Copy of Tender Cost in the form of Bank Receipt showing amount deposited in account No 0247010100001638, J&K Bank Ltd; Fruit Complex Jammu

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 Chief General Manager, West Circle / Divisional Manager Extraction concerned, J&K Forest Corporation for any guidance relating to site visit.

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 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. 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 proper permission from the Chief General Manager/General Manager Concerned and the contractor shall not have any claim to 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 output from the markings taken over by the J&K Forest Corporation and the contractor shall not have any claim, whatsoever on this account as well

13.7. 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. Bidding documents can be downloaded against the payment of Rs. 1000/- (One Thousand only) as provided in clause 2.

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 should attend said conference to clarify matters related to this tender enquiry if any (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 alongwith the additional security deposit, if any, merged into one document (No other instrument).
- iii. Copy of Tender Cost in the form of Bank Receipt showing amount deposited in account No 0247010100001638, J&K Bank Ltd; Fruit Complex Jammu.
- iv. Copy of the GSTR-1 for the quarter ending December, 2019.
- v. 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 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 @ 2% of the advertised amount.

18.2. In case the rates quoted by the Bidder is less than the approved norm rates/ advertised rates, the bidder shall have to furnish an additional security deposit / EMD in shape of CDR / FDR at the rate as specified in different categories in clause 12 of the tender document, respectively.

18.3. The earnest money deposit / additional security deposit shall be in the form of CDR / FDR of a scheduled commercial bank, pledged in favour of Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu. The CDR / FDR shall be valid for six months or more after the last date of receipt of bids.

18.4. Any bid not accompanied with CDR / FDR as Earnest Money Deposit / additional security deposit, **pledged in favour of Chief General Manager, Extraction West Circle, J&K Forest Corporation, Jammu** shall be rejected by the Employer as non-responsive.

18.5. The earnest money deposit / additional security deposit, if any, of unsuccessful contractors will be released within **30 days** of the evaluation of financial bid.

19. The earnest money deposit / additional security 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 Extraction, J&K Forest Corporation. However, in case the contractor has completed all operation including transportation upto transit depot within stipulation time period and only transportation from depot onwards remains, the GM / CGM concerned may release the additional security deposit in favour of the contractor after satisfying himself about the progress of the work.



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 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;
- 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 '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. 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 Corporation.
- 23.3. 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) / additional security deposit, if any, shall be forfeited in favour of the J&K State Forest Corporation. In that eventuality J&K Forest Corporation shall be at liberty to take any appropriate action for getting the work done in the interest of Forest Corporation.
- 23.4. Once the contract is sanctioned and the agreement executed by the successful contractor with the J&K Forest Corporation, 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 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 Indian Forest Act, 1927.
- 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 Earnest Money Deposit / additional Security Deposit mentioned in Clause 8 and 12 above shall be liable to be forfeited. This forfeiture shall be in addition to the penalties as prescribed in the NIT/Agreement.
- 23.7. 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 Chief General Manager concerned and Managing Director Forest Corporation, declaring all the reason of not fulfilling the contractual obligations in time.
- 23.8. 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.
- 23.9. 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 for whatsoever reasons. However, if on the directions of CGM/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.
- 23.10. 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.
- 23.11. 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 labours for work on each activity and shall use standard tools and equipments required for execution of work at his own cost.
- 23.12. Misconduct / misbehavior during the tender opening process with any officer/official shall be dealt under rules.
- 23.13. 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.
- 23.14. The safety of all stocks and any Material / Machinery supplied by J&K Forest Corporation shall be the responsibility of Contractor/ Agency / Firm.
- 23.15. For any dispute between the Contractor and the Corporation the jurisdiction of respective Court(s) shall be applicable.
- 23.16. 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

labourers having skills to execute the activities involved as per specifications and use standard tools and implements required for execution of work at his own cost.

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

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

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

(b) The payments against hand sawing activity for standard Sized Timber and under / odd sized timber shall be regulated in accordance with the respective rates as approved and incorporated in the sanction mentioned in Clause – 23.2 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 concerned. Poles of standard specifications shall be extracted out of the pole marking received from the Forest Department. The payment shall be regulated at 50% of the approved hand sawing rates for odd/undersized timber for extraction and full rates for off-road transportation, will apply in case of Hakries.

#### 24. Terms/Modes of payments.

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

- 65 % payment for the actual work done in respect of completed activities of hand-sawing and other off road transportation operations.
- 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.
- 90% value of actual work done in respect of Hand - sawing, Off-road transportation and road transportation after the stocks are duly delivered at pre-determined destination i.e. Sales Depots Jammu.

d. 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. Payments against hand sawing activity for standard sized Timber and under/odd sized timber shall be regulated according to the respective rates approved for each category in the "Sanction" referred in para - 23.2 of this NIT

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

f. Final 10% payment shall be released after successful completion of the contract in all respects and clearance by concerned General Manager, and scrutiny by the Finance Wing and Project and Planning Circle.

g. No advance payment shall be made by the SFC against the allotted contract.

25. The payment shall be made on the basis of actual measurements of dispatched stocks duly reconciled.

26. 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.

27. The contractor shall be responsible for the losses suffered by the J&K Forest Corporation on account of willful act of the contractor, his Agent/Attorney/Manager/Labour or due to delayed completion of works, defective conversion and negligent road transportation.

28. 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 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.

29.1. Taxes, as applicable shall be deducted at source from the work done bills of the contractor in accordance with the laws governing the same.

29.2. 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.

30. 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.

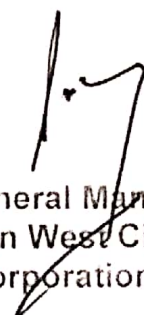
31. Any other condition which J&K State Forest Corporation may like to incorporate shall be communicated at the time of opening of tenders and will be deemed as part of this

NIT and shall form the part of relevant agreement to be executed after the allotment of contract.

32. **Penalty.**

If the 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 extraction of unmarked trees, it shall construe as Breach of Contract and the J&K Forest 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 up to 10% of the value of the contract and / or.
- d. To forfeit the Earnest Money Deposit / Additional Security Deposit; performance guaranty and / or.
- e. Blacklist the contractor.

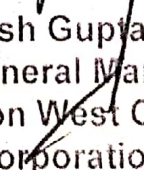
  
Chief General Manager  
Extraction West Circle,  
J&K Forest Corporation, Jammu.

No: - 3355-95/CGM/W/SFC/J

Dated: - 29.02.2020.

Copy submitted for information and necessary action to the: -

1. Managing Director, J&K State Forest Corporation.
2. Chief Conservator of Forests, Jammu.
3. Financial Advisor & CAO, J&K SFC.
4. Conservator of Forests, East Jammu / West Rajouri.
5. All Chief General Managers / General Managers, J&K SFC Jammu.
6. Divisional Forest Officers concerns.
7. Dy Financial Advisors, J&K SFC.
8. All Divisional Managers Ext concerned, J&K SFC.
9. Sr. Law Officer, J&K SFC, Jammu.
10. Incharge Website - He is requested to ensure uploading of NIT at official website of SFC.
11. Notice Board.

  
(Sukesh Gupta)  
Chief General Manager  
Extraction West Circle,  
J&K Forest Corporation, Jammu.

Annexure to tender notice vide this office No. 3355-95/CGM/WFC/J Dated 29-02-2020 for extraction and transportation upto sales depot.

#	Division	Comptt No.	Volume (In Lacs Cft.)		Brief of activities envisaged in execution of the Contactor/Project (Ref. Estimate Sheet)	Nature of contract	Norms rate per cft for all activities in (Rs.)	Estimated contract value (In Lacs Rs)	EMD Required (Rs. in Lac.)	Working period	Class of contract or.	(Status of markings)	Remarks
			RV	SV									
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1	Ramban	11/Batote	0.010	0.005	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	86.67	0.433	0.066	Ending July 2020	"Small" & "D"	FCA Marking	
		22b/Batote	0.016	0.007	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		135.73	0.950					
		27b/Batote	0.029	0.012	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		157.82	1.894					
		<b>Total</b>	<b>0.055</b>	<b>0.024</b>	<b>Average Rate</b>		<b>136.55</b>	<b>3.277</b>					
2	Udhampur	110b & 110c/Udhampur	0.013	0.005	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	226.82	1.134	0.036	Ending May 2020	"Small" & "D"	FCA Marking	
		3b/Dudu	0.009	0.005	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		129.01	0.645					
		<b>Total</b>	<b>0.022</b>	<b>0.010</b>	<b>Average Rate</b>		<b>177.92</b>	<b>1.779</b>					
3	Udhampur	10/Udhampur	0.050	0.017	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	129.92	2.209	0.057	Ending May 2020	"Small" & "D"	FCA Marking	
		17a/Udhampur	0.010	0.004	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		157.62	0.630					
		<b>Total</b>	<b>0.060</b>	<b>0.021</b>	<b>Average Rate</b>		<b>135.20</b>	<b>2.839</b>					

#	Division	Comptt No.	Volume (In Lacs Cft.)		Brief of activities envisaged in execution of the Contractor/Project (Ref. Estimate Sheet)	Nature of contract	Norms rate per cft for all activities in (Rs.)	Estimate d contract value (In Lacs Rs)	EMD Required (Rs. In Lac.)	Working period	Class of contract or.	(Status of markings)	Remarks
			RV	SV									
1	2	3	4	5	6	7	8	9	10	11	12	13	14
4	Udhampur	35, 36, 38/Udhampur	0.166	0.058	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	161.72	9.380	0.210	Ending June 2020	"Small" & "D"	FCA Marking	
			0.029	0.010	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		113.59	1.136					
			0.195	0.068	<b>Average Rate</b>		154.64	10.516					
			0.163	0.057	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		135.64	7.731					
5	Udhampur	73/Udhampur	0.041	0.014	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	118.32	1.656	0.210	Ending May 2020	"Small" & "D"	FCA Marking	
			0.022	0.008	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		141.97	1.136					
			0.226	0.079	<b>Average Rate</b>		133.21	10.524					
			0.264	0.092	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		187.96	17.292					
6	Jammu	35, 36/Panchari	0.084	0.042	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	130.79	5.493	0.110	Ending May 2020	"Small" & "D"	FCA Marking	
			0.264	0.092	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		187.96	17.292					
7	Jammu	49/Panchari	0.084	0.042	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	130.79	5.493	0.110	Ending May 2020	"Small" & "D"	FCA Marking	
			0.264	0.092	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		187.96	17.292					
8	Jammu	9/Rajiwalta	0.010	0.003	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	82.39	0.247	0.005	Ending April 2020	"Small" & "D"	FCA Marking	
			0.112	0.043	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu		252.35	10.851					
9		7 & 5/Billawar	0.112	0.043	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	252.35	10.851	0.217	Ending April 2020	"Small" & "D"	FCA Marking	
<b>Total</b>			<b>0.851</b>	<b>0.312</b>									



#	Division	Compt No.	Volume (In Lacs Cft.)		Brief of activities envisaged in execution of the Contract/Project (Ref. Estimate Sheet)	Nature of contract	Norms rate per cft for all activities in (Rs.)	Estimate d contract value (In Lacs Rs)	EMD Required (Rs. In Lacs)	Working period	Class of contract or	Status of markings)	Remarks
			RV	SV									
1	2	3	4	5	6	7	8	9	10	11	12	13	14
10	Jammu	16/Billawar	0.038	0.008	Felling, Hand sawing, ORT, (head carriage in forest up to TD, stacking), Kucha road Tpt through tractor Trailer & Road Tpt including loading/unloading charges up to Sale Depot Jammu	Composite	147.94	1.184	0.024	Ending April 2020	"Small" & "D"	FCA Marking	
11	Jammu	18/Billawar	0.043	0.009	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	97.94	0.881	0.018	Ending April 2020	"Small" & "D"	FCA Marking	
12	Jammu	25a/Billawar	0.035	0.008	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	165.47	1.324	0.026	Ending April 2020	"Small" & "D"	FCA Marking	
13	Jammu	49/Billawar	0.148	0.050	Felling, Hand-Sawing, Head Carriage in Forest up to TD, stacking and Road Transportation upto Sales Depot Jammu	Composite	171.35	8.568	0.171	Ending April 2020	"Small" & "D"	FCA Marking	
Total			0.386	0.121									
14	Rajoun	3/Rajoun	0.011	0.007	Felling, Conversion & rolling of logs up to FLP, transportation from FLP to TD and Road Tpt from TD to Sale Depot Sangam including loading Charges at TD	Composite	158.49	1.109	0.022	Ending June 2020	"Small" & "D"	FCA Marking	
Grand Total			1.292	0.457									

Note: 1) The additional rates for expected standard sizes from available markings will be allowed as per the category of compartment after due reconciliation from Sales wing of FC

(Sushah Gupta)  
 Chief General Manager,  
 JSK Forest Corporation,  
 West Circle, Jammu

## ANNEXURE-II

**Reference:** Tender Notice No. 04 of 2019-20/West dated 29/02/2020 issued by Chief General Manager Extraction West Circle, Jammu under endorsement No. 3355-95/Tenders/J&KFC/West dated 29/02/2020.

**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.	<b>Registration Details</b>	<b>Registration Number</b>	<b>Class</b>	<b>Validity</b>
9.	<b>Nature of work</b>	All activities involved in extraction, off-road transportation and road transportation of stocks of compartment No. _____ as per NIT.		
10.	<b>Particulars of Cost of Tender Documents</b>			
	Name of the Bank	Branch	Amount.	Deposited on
			1000/-	
11.	<b>Particulars of Earnest Money Deposit</b>			
	Bank	Amount	Number	Dated
12.	<b>Particulars of Additional Security (if required)</b>			
	Bank	Amount	Number	Dated

Signature of the Tenderer

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