

**The Jammu and Kashmir State Forest Corporation
East Circle Doda**

Corrigendum No 2

Please read General Condition from S.No 23(23.1) to 23.23 as under instead of the General conditions from S.No 23 (23.1) to 23.11 notified already in e-NIT issued under this office No 861-90/CGM/E/SFC/CJ dated 7.02.2017.

23. General Conditions

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

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

23.21 As the quality of timber and workmanship are of prime importance for extracting projected quantity of Standard Sized Timber, the 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/her own cost.

23.22 The payments on the basis of Forest Measurement (FMM) shall be made only for felling and hand-sawing work for the stocks having side wane called "Passels" 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 Divisional Manager and recommended by General Manager concerned.

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

#	Length	Breadth	Width	Remarks
	(in feet)	(in inches)		
1.	10/12	10	05	-
2.	10/12	10	05	Passel
3.	08/09	10	05	-
4.	10/12	08/07	05	-
5.	10/12	08/07	05	-
6.	10/12	10	04	Passel

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

(c) Hakri (in Deodar and Kail) not exceeding 10% of the total extracted volume may be extracted after due inspection of the remnant stocks at the discretion of the General Manager 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.

Further, the class of contract in case of following compartments be read as shown against each instead of class of contract reflected earlier in the Annexure "A" to the e-N.I.T. No: 861-90/CGM/E/SFC/T dated: 07.02.2017.

Compartment	Class of contract shown earlier	Class of contract to be treated for participation in Tenders.
21/Kellar	"D" class & small contractors	"D"
30h,31a,32a & 33/Dachan	"C&D" class	"C"
52a, 52b & 52c/Udil	"C&D" class	"C"
53/Udil	"D" class & small contractors	"D"

No 927-56/CGM/Tenders/ECD

Copy submitted for information to the:-

1. Managing Director J&K SFC Jammu.
2. Chief Conservator of Forests, Jammu
3. Director Finance J&K SFC.
4. Conservator of Forests, Chenab Circle Doda.
5. All Chief General Managers/ General Managers J&K SFC Jammu.
6. Regional Incharge Audit/ Finance J&K SFC.
7. Divisional Forest Officer Kishtwar/ Doda and Bhaderwah Forest Divisions.
8. All Divisional Managers Ext. SFC East Circle Doda.
9. Sr. Law Officer J&K SFC Jammu.
10. I/c Web Site J&K SFC- for uploading the Corrigendum on the official Website.
11. Notice.

Dated 17.02.2017

Chief General Manager (East)

Chief General Manager (East)
J&K State Forest Corporation
East Circle Doda