



GOVERNMENT OF KARNATAKA
KARNATAKA FOREST DEPARTMENT

TENDER No:	::	ACF/BGM/TENDER/2026-27
PROCUREMENT ENTITY	::	Karnataka Forest Department
TENDER INVITING AUTHORITY	::	Assistant Conservator of Forests Belagavi Sub Division, Belagavi
PUBLISHED DATE	::	As per KPPP Portal
DATE AND TIME AND AVAILABILITY OF TENDER DOCUMENT	::	As per KPPP Portal
PRE-BID MEETING DATE, TIME	::	-
PLACE OF PRE.BID MEETING	::	Office of the Deputy Conservator of Forests, Belagavi Division, Belagavi
Mail ID / ADDRESS TO REQUEST CLARIFICATIONS	::	acfbelagavi@mail.com dcfbgm@gmail.com
CONTACT PERSON	::	Shri. Nagaraj S. Balehosur, ACF Belagavi Sub-Division, Belagavi
LAST DATE & TIME FOR TENDER QUERIES/ CLARIFICATIONS	::	-
LAST DATE & TIME FOR SUBMISSION OF TENDERS	::	As per KPPP Portal
ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL	::	https://kppp.karnataka.gov.in
DATE & TIME FOR OPENING OF TECHNICAL TENDER ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL :	::	As per KPPP Portal
DATE & TIME FOR OPENING OF FINANCIAL TENDERS	::	As per KPPP Portal
ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL	::	https://kppp.karnataka.gov.in
ADDRESS FOR COMMUNICATION	::	Office of the Assistant Conservator of Forests Belagavi Sub Division, Belagavi
AMOUNT PUT TO TENDER :	::	As per tender notification
(ESTIMATED CONTRACT VALUE EXCLTDING GST)	::	-
AMOUNT OF EARNEST MONEY DEPOSIT	::	As per tender notification

PERIOD OF CONTRACT

::

90 days

VALIDITY OF TENDER:

90 days from the last date for
Submission of Tenders

SECTION 1: INVITATION FOR TENDERS {IFT}

No: ACF/BGM/TENDER/2026-27


Date: -04-2026

1. The **Assistant Conservator of Forests, Belagavi Sub Division, Belagavi** invites tenders from eligible tenderers, through separate tenders for each of the forestry works detailed in the Table 1.1. The tenderers may submit tenders for any or all the works given in the Table 1.1. Two Tender document system as per Rule 28 of the KTPP Act has been followed. The tenderers are required to submit Technical and Financial tender Through Karnataka public procurement portal (e-procurement). The Technical render will be opened rirst and the Financial render containing the price tender which will be opened only if the tenderer is found to be eligible and technically qualified to execute the tendered work. The tenderers are advised to note the eligibility and minimum qualification criteria specified in Clause 2 and 3 of the instructions to tenderer.
2. Tender documents may be downloaded free of cost from the Karnataka public procurement portal e-Procurement website <https://eoroc.kamataka.oov.in/eportal/index.seam> The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only interested contractors who wish to participate should remit online processing fee as per Karnataka public Procurement Portal for tender after registering in the portal. The processing fee is non-refundable.
3. Tenders must be accompanied by Earnest Money Deposit (EMD) for works as noted against them in table 1.1, which will be paid online through the e-procurement portal.
4. Tenders must be electronically submitted within the last date and time published in the e-Procurement portal. Tenders will be opened at the time and date prescribed in the e-procurement portal.
5. A Pre-bid meeting may be held at the published time and place to clarify issues, if any, and to answer questions on any matter that may be raised at that stage.
6. All Notifications, changes, amendments to the tender document will be posted only on the Karnataka Public Procurement Portal, which shall form part of the original tender document.
7. Other details can be seen in the tender documents.

Table 1.1

ಕ್ರಮ ಸಂಖ್ಯೆ	ಕಾಮಗಾರಿಗಳ ವಿವರ	ಅಂದಾಜು ಮೊತ್ತ (ರೂ.ಗಳಲ್ಲಿ)	ಇ.ಎಂ.ಡಿ ಮೊತ್ತ	ಕಾಮಗಾರಿಯ ಅವಧಿ
1	2	3	4	5
1	Raising of Plantation (150Ha) and 1st Year Maintainance of Plantation (40Ha) at Nesaragi Range Duirng 2026-27	4430000	44300	15-02-2027
2	1st Year Maintainance of Plantation (95Ha) at Nesaragi Range Duirng 2026-27	2995020	59900	15-02-2027
3	1st Year Maintainance of Plantation (110Ha) at Nesaragi Range Duirng 2026-27	4330040	43300	15-02-2027
4	1st & 2nd Year Maintainance of Plantation (105Ha) (DDF) and 1st Year Maintainance of Plantation (35Ha) (KFDF OP) at Nesaragi Range Duirng 2026-27	3810010	38100	15-02-2027
5	1st Year Maintainance of Plantation (116Ha) at Nesaragi Range Duirng 2026-27	4757035	47570	15-02-2027
6	1st Year Maintainance of Plantation (30.93Ha) (KFDFOP) and 1st Year Maintainance of Plantation (20Km) at Nesaragi Range Duirng 2026-27	4310000	86200	15-02-2027
7	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	47000	15-02-2027
8	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	47000	15-02-2027
9	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	47000	15-02-2027
10	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	94000	15-02-2027
11	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	94000	15-02-2027
12	1st Year Maintainance of Plantation (13.70Km RSP and 6Km GUA) at Nesaragi Range Duirng 2026-27	3811000	381100	15-02-2027
13	Raising of Mansoon Plantation (10 Km) at Nesaragi Range Duirng 2026-27	3542000	35420	15-02-2027
14	Raising of Mansoon Plantation (10 Km) at Nesaragi Range Duirng 2026-27	3542000	35420	15-02-2027
15	2nd Year Maintainance of Plantation (250 Ha) at Nesaragi Range Duirng 2026-27	2860000	57200	15-02-2027
16	Raising of Plantation (25Ha) and 1st & 2nd Year Maintainance of Plantation (135.13Ha) at Nesaragi Range During 2026-27	4964000	49640	15-02-2027
17	Rasing of Plantation (100Ha) (DDF) and 1st Year Maintainance of Plantation (104.25Ha) (Root Stock) at Kakati Range Duirng 2026-27	4944500	49445	15-02-2027
18	1st & 2nd Year Maintainance of Plantation (28Km GB) and 2nd Year Maintainance of Plantation (50Ha Bolugudda), and 2nd Year Maintainance of Plantation (12Km RRP) at Kakati Range Duirng 2026-27	4187465	83749	15-02-2027
19	3rd Year Maintainance of Plantation (28Km GB) and 1st Year Maintainance of Plantation (16.66Km KFDF (OP) RSP) at Kakati Range Duirng 2026-27	4761065	47611	15-02-2027
20	1st Year Maintainance of Plantation (4Km RSP) and 2nd Year Maintainance of Plantation (25Ha (CAMPA-CA)) at Kakati Range Duirng 2026-27	1692800	42320	15-02-2027
21	1st Year Maintainance of Plantation (21Km) at Hukkeri Range Duirng 2026-27	4076000	81520	15-02-2027
22	1st Year Maintainance of Plantation (26.486Km) at Hukkeri Range Duirng 2026-27	4772000	95440	15-02-2027
23	1st Year Maintainance of Plantation (24.780Km) at Hukkeri Range Duirng 2026-27	4818000	96360	15-02-2027
24	1st Year Maintainance of Plantation (23Km) at Hukkeri Range Duirng 2026-27	4178000	93560	15-02-2027
25	1st Year Maintainance of Plantation (10Km RSP/GUA) and 2nt Year Maintainance of Plantation (30Km RRP) at Hukkeri Range Duirng 2026-27	4090006	40900	15-02-2027
26	1st and 2nd Year Maintainance of Plantation (296.25Ha) at Hukkeri Range Duirng 2026-27	3890000	77800	15-02-2027
27	Raising of Plantation (125Ha) and 1st Year Maintainance of Plantation (25Ha) at Hukkeri Range During 2026-27	4055000	81100	15-02-2027

28	1st Year Maintainance of Plantation (75Ha DDF) and (45Ha KFDF-OP) at Hukkeri Range Duirng 2026-27	4850000	97000	15-02-2027
29	1st Year Maintainance of Plantation (104.41Ha (Flexi Funds KFDF-OP) 3rd year Maintainance of Plantation (24.99Km GB) at Hukkeri Range Duirng 2026-27	4952164	99043	15-02-2027
30	3rd Year Maintainance of Plantation (20Km GB), Raising of Plantation (50Ha CAMPA) and 3rd Year Maintainance of Plantation (30Ha CAMPA) at Hukkeri Range Duirng 2026-27	3968010	39680	15-02-2027
31	1st Year Maintainance of Plantation (31.11Km) at Belagavi Range Duirng 2026-27	4373000	87460	15-02-2027
32	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	42168	15-02-2027
33	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
34	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
35	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	42168	15-02-2027
36	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
37	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
38	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
39	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4597200	45792	15-02-2027
40	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4597200	45792	15-02-2027
41	2nd Year Maintainance of Plantation (311.12Ha) at Belagavi Range Duirng 2026-27	3996925	79939	15-02-2027
42	Raising of Plantation (25Ha CAMPA & 130Ha DDF) at Gujanal Range Duirng 2026-27	4217500	42175	15-02-2027
43	Raising of Plantation (9Km) and 2nd Year Maintainance of Plantation (14Km) at Gujanal Range Duirng 2026-27	4717702	94354	15-02-2027
44	2nd Year Maintainance of Plantation (8Km RRP) and 2nd Year Maintainance of Plantation (75Ha DDF) at Gujanal Range Duirng 2026-27	4730000	94600	15-02-2027
45	2nd Year Maintainance of Plantation (100Ha DDF) and 1st Year Maintainance of Plantation (30Ha KFDFOP) and 1st Year Maintainance of Plantation (17Ha KFDF-OP (RSP)) at Gujanal Range Duirng 2026-27	4530400	90608	15-02-2027
46	1st Year Maintainance of Plantation (50Ha) at Gujanal Range Duirng 2026-27	850000	12750	15-02-2027


 Assistant Conservator of Forests
 Belagavi Sub Division, Belagavi.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

A. General

1. Scope of Tender

1.1 The Tender Inviting Authority (hereinafter TIA) invites tender from eligible tenderers, for the forestry works (as defined in these documents and referred to as "the works" detailed in the Table 1.1 given in the Invitation for Tenders (IFT)). The tenderers may submit tenders for any or all the works detailed in the Table 1.1. The details of work and works to be carried out as per estimate are furnished in Schedule A and Schedule B of this tender document

2. Eligible Tenderers

For determining the eligibility of Tenderer, the following conditions are to be satisfied:

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka as on the last date of submission of tender.
- 2.2 Tenders from Joint Ventures are not accepted
- 2.3 Additional restrictions may also be imposed on the eligibility of the bidders in accordance with the directions of Government of Karnataka from time to time.
- 2.4 Conditions for submission of Tenders by a Tenderer from a Country which shares Land Border with India

- i. An) Bidder from a country which shares a land with India will be eligible to bid in this Tender only if the Bidder is registered with the Competent Authority.

"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person. participating in a procurement process.

- ii. "Bidder from a country which shares a land border with India" for the purpose of this Tender means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

- iii. The beneficial owner for the purpose of above clause will be as under:

- a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation-
 - i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholder's agreements or voting agreements;

- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - d. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iv. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 - v. A certificate for having read the above clauses is required to be submitted/ uploaded by the Tenderer separately in the prescribed format at Format 3

3. Qualification of the Tenderer:

- 3.1 The Tenderer should establish their competence and capacity based on the following qualification criteria (the "**Qualification Criteria**"). The qualification information should be submitted in the format prescribed for qualification information of tenderer.
- 3.2 To qualify for award of this Contract each tenderer in its name should have in the last five years:
 - a. achieved at least in two financial years a minimum financial turnover of Rs **Two Time indent Amount**
 - b. satisfactorily completed at least 50% of this contract as a prime Contractor of Same works **not less than Rs. Tender amount 50% (Specify the similar work).**
- 3.3 Each Tenderer should further demonstrate:
 - a) Availability of owning the following Key and critical equipment for this work.
 - GPS and other Survey instruments
 - Soil excavator such as Hitachi/JCB
 - b) Liquid assets and / or availability of credit facilities of not less than 30% of the Indent Value (Credit lines/letter of credit certificate from banks for meeting the fund requirement etc.
- 3.4 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works , not property

completing the contract inordinate delays in completion, litigation history or financial failures etc; and/or

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 Each tenderer shall submit only one tender for one work. A tenderer who submits or participates in more than one Tender for a work, shall cause all the proposals of the Tenderer's participation to be disqualified.

5. Cost of Tendering

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the TIA will in no case be responsible and liable for those costs.

6. Site Visit

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for execution of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The Tenderer should go through the Tender Document and submit the Technical/Financial Tenders only through the Procurement portal. Technical details of the work are appended as Schedule-A in this Tender Document Payment Schedule is appended as Schedule-B in this Tender Document.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the TIA in writing or by mail indicated in the invitation to the tender. The TIA will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the TIAs response will be uploaded on the Karnataka Public Procurement Portal including the description of enquiry but without identifying its source.

Pre-bid Meeting

8.1.1 The tenderer or his authorized representative is invited to attend a pre-bid meeting, if any. Pre-bid meeting will take place at time and place as notified in this tender document (NIT).

8.1.2 It is advisable that Tenderers submit questions to the TIA a week in advance, in the following format so that appropriate response can be shared with all present in Pre-Bid Meeting

Sl No	Tender Document Ref (Section, Clause Number & Page No)	Content of the Tender Document	Points of clarification requested

8.1.3 Proceedings of Pre-bid meeting, if held, shall be published without delay in Karnataka Public Procurement Portal, without identifying the source of enquiry. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by the TIA through the issue of an Addendum/corrigendum that shall be published on Karnataka Public Procurement Portal and which shall form part of the original tender document.

8.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a tenderer

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the TIA may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be published on Karnataka Public Procurement Portal.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the TIA shall extend as necessary the deadline for submission of tenders and will be published in Karnataka Public Procurement Portal.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer on Karnataka Public Procurement Portal shall be an two electronic document system and shall contain the documents as follows

10.1.1 First electronic document (Technical).

- (a) Document indicating payment of EMD and
- (b) Qualification information as per formats given in Format-01, and
- (c) Registration Certificate (issued by PWD); and KFD
- (d) Copy of Aadhar Card, and
- (e) Copy of PAN, and
- (f) Copy of TIN (if any); and
- (g) Income Tax Returns of past three years; and
- (h) Permanent Address; and
- (i) Document for work-experience (Clause 3.1.b) Format 01
- (j) Copy of GSTIN.
- (k) Copies of GST Returns of past three years

Note: Tenderer shall not furnish the financial tender along with the Technical Tender. A Technical Tender containing any financial information of the financial tender shall be declared as non-responsive.

10.1.2 Second electronic document (Financial):

- (a) Financial Tender to be provided in the slot in the Karnataka Public Procurement Portal (Sample format is given in format 02 of this tender document)

11. Tender Prices

- 11.1 The Tenderer shall submit Financial-Tender in terms of percentage cost in (two decimal values), above or below or at estimated rate, with respect to the Estimated Amount
- 11.2 The Financial-bid quoted by the Tenderer shall include all duties, taxes (excluding GST), and other levies payable by the contractor under this contract. Vehicle releasing the payment to the contractor, Employer may deduct GST and other statutory deduction and remit the same on behalf of the Contractor.
- 11.3 The Prices quoted by the Tenderer shall be fixed for the duration of the Contact and shall not be subject to adjustment on any account.
- 11.4 Submission of scanned copies of Financial Tender will not be considered for evaluation and the same will be rejected.

12 Tender validity

- 12.1 Tender shall remain valid for a period not less than ninety days after the last date for tender submission in Clause-1s.'1. A tender valid for a shorter period shall be rejected as non-responsive.
- 12.2 Before the expiry of original validity period, the Tender Inviting Authority may solicit tenderers consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by e-mail through Karnataka public procurement portal. The Earnest Money Deposit provided shall be suitably extended. A Tender may refuse the request without forfeiting its Earnest Money Deposit. A Tender granting the request will not be required or permitted to modify its Tender.
- 12.3 In Case, the last day on which the tender are remain to valid falls on / subsequently declared holiday are dosed day for the Tender inviting Authority, the tender validity shall automatically deemed to be extended to the next working day.

13 Earnest Money Deposit

- 13.1 The Tenderer shall furnish, as a part of his tender, **Earnest Money Deposit (EMD) of Rs. As Per tender notification** specified in the Karnataka public procurement portal
- 13.2 Any Tender not accompanied by required EMD as indicated above shall be rejected as non-Responsive.
- 13.3 Instruments having fixed validity issued as EMD shall be valid for 45 days beyond the validity of the tender
- 13.4 The EMD submitted will be returned/ refunded through Karnataka public procurement portal without any interest as below:
- a) To the successful renderer, upon the Tenderer executing the contract and furnishing of the Performance Security Deposit.
 - b) To the unsuccessful Tenderer, as promptly as possible and in any case within 30 (thirty) days from the date of declaration of the successful tenderer by the Tender inviting Authority.
 - c) In the event of rejection of at tenders or cancelation of render process by the Tender inviting Authority, within 15 (fifteen) days of such cancellation of Tender.
- 13.5 The EMD shall be forfeited under the following conditions:

- a) If a tenderer withdraws its Tender during the Tender validity period specified in this Tender Document and / or extended period of validity.
- b) If the successful Tenderer fails or refuse to:
 - i) sign the Contract within the period specified in accordance with ITT Clause 27.4 or
 - ii) Furnish Performance Security Deposit in accordance with ITT Clause 28.1
 - iii) In case a Tenderer is under order of debarment from participating in a Tender in accordance with Clause 27 or 28 of ITT.

14 Format of Tender

- 14.1 Tenderer shall submit the Bid electronically on Karnataka public procurement po.tar, within submission date and time, in the format specified in this document. The Tenders that are received in the required formats and complete in all respects are considered for evaluation. incomplete/conditional/alternative tender shall be liable for rejection as non-responsive.

D. Submission of Tenders

15 Deadline for submission of the Tenders

- 15.1 Tenderer shall submit the Tender online on the Karnataka public procurement portal before the last date and time as specified in the NIT.
- 15.2 The TIA may extend the last date & time for submission of tenders by issuing an amendment in accordance with Clause 9.3 in which case all the rights and obligations of the Tender inviting Authority and Tenderers previously subject to the original deadline will then be subject to the new deadline.

16 Late Tenders

- 16.1 It shall be the responsibility of the Tenderer to ensure that their Tender is submitted in complete manner on Karnataka Public Procurement Portal within the last date and time specified for the submission of Tender. The Tender inviting Authority will not be held responsible for technical glitches and internet connectivity issues confronted by Tenderers in uploading their Tender or for any failure on part of the rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

17 Modification and withdrawal of Tenders

- 17.1 The Tenderer may modify the contents of the Technical Tender or Financial Tender or withdraw its Tender prior to deadline for submission of Tender in Karnataka Public Procurement Portal.
- 17.2 No Tender may be modified after the deadline for submission of Tenders
- 17.3 Withdrawal or modification of the tender between the deadline for submission of tenders and the expiration of the original period of tender validity or extended period of validity may result in forfeiture of the Earnest Money Deposit.

E. Tender Opening and Evaluation

18 Opening of Technical Bid:

- 18.1 List of submitted Tender termed as RECEIVED and list of incomplete Tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public

Procurement Portal shall be opened. The name of Tenderer shall be published in the Karnataka Public Procurement Portal.

18.2 First electronic document containing Technical Tender shall be opened first in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Tenderer(s). In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day.

18.3 Second electronic document containing the Financial tenders of only the technically qualified tenderers will be opened at the appointed time and date. In the event of the specified date of second electronic document or, opening being declared a holiday for TIA, the second electronic document will be opened at the appointed time on the next working day.

19 Process to be Confidential

19.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to be successful Tenderer has been announced. Any effort by a Tenderer to influence the Authority's processing of Tenders or award decisions may result in the rejection of his Tender.

20 Clarification of Tenders

20.1 To assist in examination, evaluation and comparison of tenders during evaluation of Tenders, the Tender inviting Authority or the Tender Scrutiny Committee or Tender Accepting Authority, may at its discretion, seek bonafide clarifications from the Tenderers relating to the Tenders submitted by them including breakdowns of unit rates. The request for clarification and the response shall be in writing. The Tender inviting Authority shall not offer or permit any change in the price or substance of Tender.

21 Examination of Tenders and determination of responsiveness

21.1 The TIA shall cause initial examination of the tenders to determine their substantial responsiveness for which the following factors shall be considered:

- i) Whether the Tenderer meets the eligibility criteria laid down in the Tender Document.
- ii) Whether the crucial documents have been duly signed
- iii) Whether the requisite Earnest Money Deposit has been furnished
- iv) A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the Tender documents, Procurement Entity rights or the Tenders obligations under the Contractor (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

21.2 If a Tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

22 Evaluation and Comparison of Tenders

22.1 The Tender Accepting Authority may constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of tenders strictly in accordance with the evaluation criteria indicated in Clause 3 of the ITT

22.2 Tenderer whose Technical Tenders are adjudged as responsive in terms of Clause 21 and qualification in terms with clause 3 will be declared as qualified tenderer (qualified tenderer). If

a Tenderer does not fulfil the eligibility and qualification criteria prescribed above, the Tenderer shall be disqualified. The Financial Tenders of only the qualified Tenderer shall be considered for opening and further evaluation.

- 22.3 The right to accept or reject any variation, deviation, or alternative offer is reserved. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits shall not be taken into account in Tender evaluation.
- 24.4 If the tender of the successful tenderer is seriously unbalanced in relation to the estimate of the cost of the work to be performed under the contract, which may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, if require that the amount of the performance security set forth in clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect against financial loss in the event of default of the successful completion of work under the contract.
- 24.5 After opening the Financial Tenders, TIA shall compare the tenders offered by different tenderers excluding GST.
- 24.6 In case more than one tenderer quotes the same lowest rate, the tenderer having higher turnover shall be preferred.

F. Award of Contract

25 Preparation of evaluation report and Award of Contract

- 25.1 The system shall auto generate a statement of evaluation of the tenders with comparative statement for Tender inviting Authority.
- 25.2 The detailed evaluation report shall be prepared in accordance with the eligibility and qualification criteria which shall be considered by the Tender Accepting Authority for taking a final decision on the Tender
- 25.3 After evaluation of Tenders, the order of acceptance of Tender along with the comparative statement shall be uploaded in the Karnataka Public Procurement Portal.
- 25.4 The Contract will be awarded to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

26 Acceptance of any Tender and to reject any or all Tender

- 26.1 The Tender Acceptance Authority reserves the right to accept or reject any tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Tender Acceptance Authority's action and such action shall also be caused to be published in the Karnataka Public Procurement Portal.

27 Publication of Award and Signing of Contract

- 27.1 The Tenderer whose Tender has been accepted will be notified by the Tender inviting Authority Prior to expiration of Tender Validity Period through Karnataka Public Procurement Portal and through e-mail to the successful Tenderer. This Letter of intent (LOI) generated in the Karnataka Public Procurement Portal will state the sum that the Department will pay the Contractor in consideration of execution, completion and maintenance of works by the Contractor as prescribed by the Contract (herein after and in the "Contract Price". The Contract price includes

the amount quoted by the Contractor + GST). The Tenderer, shall confirm acceptance by returning a signed copy of the Letter of intent through Karnataka Public Procurement Portal and e-mail.

27.2 The notification of award will constitute the formation of the Contract, subject to the furnishing of Performance Security deposit in accordance with the provisions of Clause 28

27.3 Upon the successful Tenderer's furnishing of performance Security Deposit pursuant to ITT clause 28, the Tender inviting Authority will promptly notify the name of the successful tenderer in Karnataka Public Procurement Portal and shall discharge the EMO pursuant to ITT Clause 13.4 (a)

27.4 The Contract Form provided in the tender documents, incorporating all agreed terms and conditions between the Authority and contractor will be sent to the successful tenderer for signature within 21 days following the Letter of intent. Within 15 days the successful tenderer will sign the Agreement and return to the Authority.

27.5 The Contract shall be taken to be effective from the date of its signing

28 Performance Security

28.1 Within 20 days of receipt of the 'Letter of intent', the successful Tenderer shall submit the Performance Security Deposit as below:

(a) 5% of the Contract Price; and

(b) Difference of the Estimated Amount and the tendered amount in respect of unbalanced tender.

28.2 The Performance security Deposit may be in the form of Bank Guarantee (including e BG) or Demand Draft issued either by a Nationalised Bank or Scheduled Bank.

28.3 Failure of the successful tenderer to comply with the requirements as specified in the 'Letter of intent', shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD

29 Debarment of Tenderer by the procurement Entity

29.1 The Procurement Entity may proceed with debarring such Tenderer or contractor or supplier or any of the successor of the Tenderer or contractor or supplier who has engaged directly or through an agent in a corrupt or fraudulent practices in participating or competing or executing the contract including misleading the procurement Entity at any stage of procurement and executing activity.

29.2 The Procurement Entity may, by order, appoint a Committee consisting of such officers not below the rank of Tender inviting Authority to be the Debarment Committee to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

29.3 On the receipt of information, Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision.

29.4 For consideration of debarment, Tender inviting Authority or any other officer authorized by Tender Accepting Authority shall furnish the details of such bidders or contractors or suppliers who have engaged in corrupt practice and fraudulent practices to the Debarment committee constituted under sub clause 29.2 above.

29.5 The Department Committee may make recommendations with reasoning in writing, within thirty days from date of receipt of information.

Provided that, the said period may be extended by another fifteen days by Procurement Entity for the reasons to be recorded in writing.

29.6 On the recommendations of the Debarment Committee, the Procurement Entity shall by notification debar any of Tenderer or contractor or supplier for a period not exceeding 3 (three) years and publish the same on its website and Karnataka Public Procurement Portal and also maintain the list of such Tenderer or contractor or the supplier or any of its successors.

30 Debarment by the Government

30.1 The Government may debar a Tenderer or contractor or supplier, in the public interest and on the grounds specified in the KTPP Act.

30.2 There shall be a State Level Debarment Committee consisting of such Officers as may be notified by the State Government to consider the proposals for debarring bidder or contractor or supplier and to take a decision thereof.

30.3 On the receipt of the information, the State Level Debarment Committee shall provide a reasonable opportunity, including an oral hearing, to the concerned for making representations before taking a decision on the debarment.

30.4 For consideration of debarment of the bidders or contractors or suppliers, the officer authorized by the Procurement Entity shall furnish the details of such bidders or contractors or suppliers to the State Level Debarment Committee constituted under Clause 282 above;

30.5 The State Level Department committee may make recommendation to the State Government to such an effect, within thirty days, from the date of receipt of the information:

30.6 Provided that, the said period may be extended by another fifteen days for the reasons to be recorded in writing by the Debarment committee.

30.7 On the recommendation of the State Level Debarment Committee, the Government shall debar by notification such Tenderer or contractor or supplier for the period not exceeding (three) years and publish the same on the Department website as well as Karnataka Public Procurement Portal and shall maintain the list of such bidder or contractor or the supplier or any of its successor.

30.8 The debarred Tenderer or contractor or supplier shall be removed from the list of registered contractors or vendors.

30.9 The order of debarment shall be deemed to have been automatically revoked on the expiry of the specified period in the debarment order.

31 Measures to be taken after Debarment

31.1 The Procurement Entity may take appropriate measures in respect of debarred renderer or contractor or supplier including one or more of the following, namely: _

- (i) Reject the bid and forfeit or encash EMD or Bid Security;
- (ii) Terminate the contract; forfeit or encash the performance guarantee; recover the compensation of loss incurred by procurement Entity;
- (iii) Forfeit or encash any other security or guarantee or bond provided by such Tenderer or contractor or supplier in relation to the such procurement; and
- (iv) Recover payments including advance payments, if any, made by the procurement Entity along with the interest thereon at the prevailing rate of Nationalized Bank.

32 Corrupt or Fraudulent practices

32.1 The Procurement Entity requires that Tenderer/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of Government contracts. In pursuance

of this policy, the Government defines, for the purposes of this provision, the terms set forth as follows:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procurement Entity, and includes collusive practice among the Tenderer either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the procurement Entity of the benefits of free and open competition;

will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government contract.

33 Appeals

33.1 Any Tenderer aggrieved by an order passed by the Tender Accepting Authority may appeal through Karnataka Public Procurement Portal.



Assistant Conservator of Forests,
Belagavi Sub Division, Belagavi.

Schedule-A

1. Detailed Project Report.
2. Copy of the Estimates
3. Sketch (if applicable)
4. Timelines for various components of works.
5. Technical requirements for each component of work.

Schedule-B

The details of items of work to be carried out and the estimated cost

SL.NO	DESCRIPTION	NO	L	B	D	Qty	Unit	Rate	Amount
-------	-------------	----	---	---	---	-----	------	------	--------

ಕ್ರಮ ಸಂಖ್ಯೆ	ಕಾಮಗಾರಿಗಳ ವಿವರ	ಅಂದಾಜು ಮೊತ್ತ (ರೂ.ಗಳಲ್ಲಿ)	ಇ.ಎಂ.ಡಿ ಮೊತ್ತ	ಕಾಮಗಾರಿಯ ಅವಧಿ
1	2	3	4	5
1	Raising of Plantation (150Ha) and 1st Year Maintainance of Plantation (40Ha) at Nesaragi Range Duirng 2026-27	4430000	44300	15-02-2027
2	1st Year Maintainance of Plantation (95Ha) at Nesaragi Range Duirng 2026-27	2995020	59900	15-02-2027
3	1st Year Maintainance of Plantation (110Ha) at Nesaragi Range Duirng 2026-27	4330040	43300	15-02-2027
4	1st & 2nd Year Maintainance of Plantation (105Ha) (DDF) and 1st Year Maintainance of Plantation (35Ha) (KFDF OP) at Nesaragi Range Duirng 2026-27	3810010	38100	15-02-2027
5	1st Year Maintainance of Plantation (116Ha) at Nesaragi Range Duirng 2026-27	4757035	47570	15-02-2027
6	1st Year Maintainance of Plantation (30.93Ha) (KFDFOP) and 1st Year Maintainance of Plantation (20Km) at Nesaragi Range Duirng 2026-27	4310000	86200	15-02-2027
7	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	47000	15-02-2027
8	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	47000	15-02-2027
9	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	47000	15-02-2027
10	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	94000	15-02-2027
11	1st Year Maintainance of Plantation (25Km) at Nesaragi Range Duirng 2026-27	4700000	94000	15-02-2027
12	1st Year Maintainance of Plantation (13.70Km RSP and 6Km GUA) at Nesaragi Range Duirng 2026-27	3811000	381100	15-02-2027
13	Raising of Mansoon Plantation (10 Km) at Nesaragi Range Duirng 2026-27	3542000	35420	15-02-2027
14	Raising of Mansoon Plantation (10 Km) at Nesaragi Range Duirng 2026-27	3542000	35420	15-02-2027
15	2nd Year Maintainance of Plantation (250 Ha) at Nesaragi Range Duirng 2026-27	2860000	57200	15-02-2027
16	Raising of Plantation (25Ha) and 1st & 2nd Year Maintainance of Plantation (135.13Ha) at Nesaragi Range During 2026-27	4964000	49640	15-02-2027
17	Rasing of Plantation (100Ha) (DDF) and 1st Year Maintainance of Plantation (104.25Ha) (Root Stock) at Kakati Range Duirng 2026-27	4944500	49445	15-02-2027
18	1st & 2nd Year Maintainance of Plantation (28Km GB) and 2nd Year Maintainance of Plantation (50Ha Bolugudda), and 2nd Year Maintainance of Plantation (12Km RRP) at Kakati Range Duirng 2026-27	4187465	83749	15-02-2027
19	3rd Year Maintainance of Plantation (28Km GB) and 1st Year Maintainance of Plantation (16.66Km KFDF (OP) RSP) at Kakati Range Duirng 2026-27	4761065	47611	15-02-2027
20	1st Year Maintainance of Plantation (4Km RSP) and 2nd Year Maintainance of Plantation (25Ha (CAMPA-CA)) at Kakati	1692800	42320	15-02-2027

	Range Duirng 2026-27			
21	1st Year Maintainance of Plantation (21Km) at Hukkeri Range Duirng 2026-27	4076000	81520	15-02-2027
22	1st Year Maintainance of Plantation (26.486Km) at Hukkeri Range Duirng 2026-27	4772000	95440	15-02-2027
23	1st Year Maintainance of Plantation (24.780Km) at Hukkeri Range Duirng 2026-27	4818000	96360	15-02-2027
24	1st Year Maintainance of Plantation (23Km) at Hukkeri Range Duirng 2026-27	4178000	93560	15-02-2027
25	1st Year Maintainance of Plantation (10Km RSP/GUA) and 2nt Year Maintainance of Plantation (30Km RRP) at Hukkeri Range Duirng 2026-27	4090006	40900	15-02-2027
26	1st and 2nd Year Maintainance of Plantation (296.25Ha) at Hukkeri Range Duirng 2026-27	3890000	77800	15-02-2027
27	Raising of Plantation (125Ha) and 1st Year Maintainance of Plantation (25Ha) at Hukkeri Range During 2026-27	4055000	81100	15-02-2027
28	1st Year Maintainance of Plantation (75Ha DDF) and (45Ha KFDF-OP) at Hukkeri Range Duirng 2026-27	4850000	97000	15-02-2027
29	1st Year Maintainance of Plantation (104.41Ha (Flexi Funds KFDF-OP) 3rd year Maintainance of Plantation (24.99Km GB) at Hukkeri Range Duirng 2026-27	4952164	99043	15-02-2027
30	3rd Year Maintainance of Plantation (20Km GB), Raising of Plantation (50Ha CAMPA) and 3rd Year Maintainance of Plantation (30Ha CAMPA) at Hukkeri Range Duirng 2026-27	3968010	39680	15-02-2027
31	1st Year Maintainance of Plantation (31.11Km) at Belagavi Range Duirng 2026-27	4373000	87460	15-02-2027
32	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	42168	15-02-2027
33	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
34	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
35	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	42168	15-02-2027
36	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
37	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
38	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4216800	84336	15-02-2027
39	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4597200	45792	15-02-2027
40	Raising of Mansoon Plantation (12Km) at Belagavi Range Duirng 2026-27	4597200	45792	15-02-2027
41	2nd Year Maintainance of Plantation (311.12Ha) at Belagavi Range Duirng 2026-27	3996925	79939	15-02-2027
42	Raising of Plantation (25Ha CAMPA & 130Ha DDF) at Gujanal Range Duirng 2026-27	4217500	42175	15-02-2027
43	Raising of Plantation (9Km) and 2nd Year Maintainance of Plantation (14Km) at Gujanal Range Duirng 2026-27	4717702	94354	15-02-2027
44	2nd Year Maintainance of Plantation (8Km RRP) and 2nd Year Maintainance of Plantation (75Ha DDF) at Gujanal Range Duirng 2026-27	4730000	94600	15-02-2027
45	2nd Year Maintainance of Plantation (100Ha DDF) and 1st Year Maintainance of Plantation (30Ha KFDFOP) and 1st Year Maintainance of Plantation (17Ha KFDF-OP (RSP)) at Gujanal Range Duirng 2026-27	4530400	90608	15-02-2027
46	1st Year Maintainance of Plantation (50Ha) at Gujanal Range Duirng 2026-27	850000	12750	15-02-2027

As per Sanctiond Estimate

Form of Tender

Description of the Works: _____

Tender

To: _____

Address: _____

GENTLEMEN.

I/We offer to execute the works described above in accordance with the conditions of Contract accompanying this Tender for the Contract Price quoted in the financial tender.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988":

I/We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

I/We attach herewith our current PWD registration, income tax and GST clearance certificate. Yours faithfully,

Authorized signature:

Name & Title of Signatory: _____

Name of Tenderer: _____

Address : _____

Format-01

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tender [Attach copy]

Agency in which Registered (with Registration No.) _____

[Attach Copy]

Principal place of business:

1.2 Total value of forestry works executed and payments received in the last five years (in Rs.lakhs)	2021-22	
	2022-23	
	2023-24	
	2024-25	
	2025-26	

1.3 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Works	Place & State	Contact No. & Date	Name and Address of Employer	Value of Contract (Rs.lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs)	Anticipated date of Completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Works	Place & State	Contact No. & Date	Estimated value of works (Rs.lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(C) Details of Sector - specific experienced manpower employed

SI No	Name of the Employee	Designation held in Forest/ Horticulture Dept.	Years of Experience	Remarks (Mention experience of having carried out similar works in Govt/Private sector)
-------	----------------------	--	---------------------	---

1.4 Name, address and telephone, telex and fax numbers of the tenderes; bankers who may provide reference if contracted.

1.5 Evidence of access to financial resources to meet the qualification requirement specified In ITT Clause 3.3(b): cashIn hand, letter of Credit, etc. List them below and attach certificate from the Banker from the suggested format as under:

BANKER'S CERTIFICATE
{ ON BANKS LETTER HEAD }

This is to certify that Mr./M/s..... (name of the contractor) having his/ their registered/ administrative office at is a customer of our Bank and is / are engaged in (nature of activity). If the said customer is allotted / awarded with..... (brief details of works), we may extend credit facilities upto Rs. Lakh, to meet his/their working capital requirement towards the execution of the said work order as per the loan Policy of the Bank

Sd/-
 Name of the Senior Manager
 Name of the Bank,
 Address.....

1.6 Information in litigation in which the tenderer is involved;

Other party (ies)	Employer	Details of dispute	Amount Involved	Remarks showing the present status

Format-02

Sample format of Financial Tender

Name of Work:

SI. No	Description	Unit	Quantity	Rate	Amount
1	2	3	4	5	6

Total

- a. At estimated cost ()
- b. Percentage above estimated cost (Percentage in words...)
- c. Percentage below estimated cost.....(Percentage in words...)

Note:1. The Tender Inviting Authority shall furnish the information of table and its heading

- 2. The Contractor should quote a or b or c only
- 3. The Percentage quoted shall be limited to two decimals
- 4. The Price quoted is inclusive of all taxes, statutory payments except GST
- 5. The above information shall be considered for payment of actual quantity of work turned out

FORMAT 03

CERTIFICATE

Subject: Restriction in Public Procurement from Bidders of Cenam Countries-

I have read the clause regarding restrictions on procurement from bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or. If from such a Country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Signature of the Tenderer

Letter of Intent(On Letterhead paper of the Procurement Entity)

----- (Date)

To: _____ (name and address of the Contrator)

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ Name of the contract and identification number, as given in the Instructions to Tenderers] far the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by your Agency.

You are hereby requested to furnish performance Security deposit an amount of Rs. _____ within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. Up to and sign the contract, failing which action as stated in tender may be initiated.

Yours faithfully,

Authorized signature
Name and Title of Signatory
of Procurement Entity

Issue of Notice to proceed with the work(Letterhead of the Procurement Entity)

_____[date]

To

_____(name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite Performance Security deposit as stipulated in tender and signing of the contract agreement for the construction of _____
(give the name of the Contract) a Contract Price of Rs, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to
sign on behalf Procurement Entity)

SECTION -3
GENERAL CONDITIONS OF CONTRACT
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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the day of the month of _____20____, between, on the one hand, The Governor of Karnataka through (hereinafter called the "Procurement Entity") and, on the other hand, _____ (hereinafter called the "Contractor").

WHEREAS

- a. the Procurement Entity has invited the Contractor to provide manpower services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b. the Contractor, having represented to the Procurement Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract for a total Contract Price of Rs.____/- (Rupees _____ Only) as set out in Bill of Quantities (hereinafter called as the "Contract Price");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:
 - a. The General Conditions of Contract (hereinafter called "GCC");
 - b. The Special Conditions of contract (hereinafter called "SCC");
 - c. The following Appendices:
 - i Contractors Tender
 - ii Contract Data
 - iii Conditions of Contract (GCC & SCC)
 - iv Specifications
 - v Drawings
 - vi _ Bill of Quantities
 - vii Form of performance security deposit (Bank Guarantee)
 - viii Notification of Award and Letter of Intent
 - ix Any modification, addendum, pre-bid meeting proceedings

[Note: If any of above are not used, the words "Not Used" should be inserted below next to the title of the sheet attached thereto carrying the title of that Page.]

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
 - a. The Contractor shall carry out the Execution of works in accordance with the provisions of the Contract; and
 - b. The payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [GOVERNOR OF KARNATAKA]

By
(Signature and Designation of the
Authorized Representative of the Procurement Entity)

FOR AND ON BEHALF OF [NAME OF CONTRACTOR]

By
(Signature and Designation of the Authorized Representative of the Contractor)

II. GENERAL CONDITIONS OF CONTRACT

I. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Contract have the following interpretation as specified:

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause | of such signed Contract;
- (c) **"Contract Price"** means the price to be paid for the full and proper performance of the Services, as specified in Contract Form.
- (d) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- (e) **"GCC"** means these General Conditions of Contract;
- (f) **"Government"** means the Government of Karnataka State;
- (g) **"Local currency"** means Indian Rupees or INR;
- (h) **"Party"** means the Procurement Entity or the Contractor. as the case may be, and Parties means both of them;
- (i) **"Personnel"** means persons hired by the Contractor as employees and assigned to the performance of the Services or any part thereof;
- (j) **"Performance Security"** (includes the terms "Security Deposit" or "Performance Bond" or "Performance Bank Guarantee" or "E-Bank Guarantee" or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Tenderer or Contractor in the form prescribed for the due performance of the contract;
- (k) **"SCC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented:

(Note : SCC to be got approved by the Tender Accepting Authority)
- (l) **"Site"** means the Site of Work ;
- (m) **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Procurement Entity.
- (n) **"Start Date"** means as given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
- (o) **"State"** means the State of Karnataka and
- (p) **"Third party"** means any person or entity other than the Procurement Entity and the Contractor.
- (q) **"Variation"** means an instruction given by the Employer which varies the Works.
- (r) **"Works"** means are what the Contract requires the Contractor to construct, install, and turn over to the Procurement Entity, as defined in the Contract Data.

1.2 Application

These General Conditions shall apply to the extent they are not superseded by provisions in other parts of the Contract.

1.3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India supplanted by the Karnataka Local Acts.

1.4 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Contract.

1.5 Notices

1.5.1 Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or email to such Party at the address specified in the Contract.

1.5.2 A notice shall be effective when delivered or emailed as set out in 1.5.1.

1.6 Site of Work

The Services shall be performed at such locations as are specified in Schedule A.

1.7 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procurement Entity or the Contractor may be taken or executed by the officials specified in the Contract Data.

1.8 Taxes and Duties

The Contractor and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.9 Personnel

1.9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by Government of Karnataka from time to time during the execution of the work, The technical staff so employed shall be available at site as may be stipulated by the Procurement Entity.

1.9.2 If the Procurement Entity asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

1.10 Procurement Entity's and Contractor's risks

1.10.1 The Procurement Entity carries the risks which this Contract states are Procurement Entity's risk, and the Contractor carries the risks which this Contract states are Contractor's risks.

1.10.2 Contractor's risks - All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the contract other than the excepted risks are the responsibility of the Contractor.

1.11 Procurement Entity's Excepted risks

1.11.1 The Procurement Entity is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design: or

1.12 Site Investigation Reports

1.12.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer,

1.13 Queries about the Contract Data

1.13.1 The Procurement Entity will clarify queries on the Contract Data.

1.14 Safety

1.14.1 The Contractor shall be responsible for the safety of all activities on the site.

1.15 Discoveries

1.15.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Procurement Entity. The Contractor is to notify the Procurement Entity of such discoveries and carry out the Procurement Entity's instructions for dealing with them.

1.16 Possession of the Site

1.16.1 The Procurement Entity shall give possession of all parts of the Site to the Contractor, If possession of a part is not given by the date stated in the Contract Data the Procurement Entity is deemed to have delayed the start

of the relevant activities and this will be Compensation Event.

1.17 Access to the Site

1.17.1 The Contractor shall allow the Procurement Entity and any person authorized by the Procurement entity access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

2 Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2 Commencement of Services

The Contractor shall begin carrying out the Services within seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.

2.3 The Works to be completed by the Intended Completion Date

2.3.1 The Contractor may commence execution of the Works on the Same Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Procurement Entity, and complete them by the Intended Completion Date.

2.4 Modification

2.4.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Contract Price, shall only be made by written agreement between the Parties.

2.35 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6 this Contract shall terminate at the end of such time period after the Effective Date as is specified in the Contract Data.

2.6 Termination

2.6.1 The Procurement Entity may terminate the Contract if the other party causes a fundamental breach of the Contract.

2.6.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Procurement Entity.
- (b) The Contractor does not execute seasonal works within the time band provided; or
- (c) The Contractor becomes ineligible; or
- (d) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (e) The Contractor fails to rectify the defect notified and the period specified in the Notice expires; or
- (f) the Contractor does not maintain the stipulated performance security deposit;
- (g) if the Contractor, in the judgment of the Procurement Entity has engaged in corrupt or fraudulent practices in the executing the Contract
- (h) The Procurement Entity gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procurement Entity.

2.6.3 Notwithstanding the above, the Procurement Entity may also terminate the Contract if both parties agree for the same.

2.6.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

2.6.5 Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less payments made up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data.

2.6.6 Procurement Entity shall get the rest of the work executed at the risk and cost of the contractor. Any additional cost incurred by Procurement Entity shall be recoverable from the any dues to the Contractor or as arrears of land revenue from the Contractor.

2.6.7 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) and (c) of Clause GCC 2.6.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 15 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3 Time Control

3.1 Program

- 3.1.1 Within the time stated in the Contract Data the Contractor shall submit to the Procurement Entity for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 3.1.2 The Procurement Entity approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Procurement Entity again at any time. A revised Program is to show the effect of Variations and Compensation Events.

3.2 Extension of the Intended Completion Date

- 3.2.1 Procurement Entity shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 3.2.2 The Procurement Entity shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Procurement Entity for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

3.3 Delays ordered by the Procurement Entity

- 3.3.1 The Procurement Entity may instruct the Contractor to delay the start or progress of any activity within the Works.

3.4 Management Meetings

- 3.4.1 The Procurement Entity may require the Contractor to attend a management meeting. The business of a management shall be to review the progress achieved and the plans for remaining work.
- 3.4.2 The responsibility of the parties for actions to be taken is to be decided by the employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

4 Supervision of Works

4.1 Supervision of the Works

The officials of Forest Department will supervise the work awarded so as to ensure quantity, quality and timeliness of the works performed. Any deficiency noticed shall be intimated to the Contractor by the Department. It shall be obligatory for the Contractor to rectify the defect, including replacement of the seedlings, if required.

5 Time Limit and Extension

- 5.1 Normally the time limit of completion of the Contract work shall not be extended. In exceptional circumstances, not attributable to the fault of the Contractor, Department may extend the time limit after taking approvals from the Competent Authority.

6 Losses caused by the contractor

- 6.1 If any action, omission or negligence by the contractor leads to loss to the Government, the same may be recoverable as arrears of land revenue.

7 Conflict of Interest

- 7.1 Contractor and Affiliates Not to engage in certain Activities The Contractor agree that, during the term of this Contract and after its termination, the Contractor and their affiliates, as well as any of its affiliates, shall be debarred from executing works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services.

7.2 Prohibition of Conflicting Activities

Neither the Contractor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- b. after the termination of this Contract, such other activities as may be specified in the SCC.

8 Indemnity

8.1 The Contractor has to indemnify the Procurement Entity, against all claims, damages or compensation by Personnel under the provisions of Labour laws in force from time to time including Payment of Wages Act, 1936; Minimum Wages Act, 1948; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, Karnataka Shops and Establishments Act or any modification thereof or any other law pertaining to Social Security benefits such as ESI Act & P.F. Act, Bonus Act etc. The Procurement Entity will not own any responsibility in this regard. The Contractor will be liable for any consequences resulting from violation of any such rule / provision.

9 General Obligations

9.1 The general obligations of the Procurement Entity are:

- i. The Procurement Entity shall grant in a timely manner all such approvals, permissions and authorizations which the Contractor may require or is obliged to seek from Procurement Entity under this Contract, in connection with execution of the work
- ii. The Procurement Entity shall make timely payment to the account of the Contractor and on execution of actual work done
- iii. The Procurement Entity may require the Contractor to attend a review meeting, wherein a review of progress of work could be done. The responsibility of the Parties for actions to be taken is to be decided by the Procurement Entity either at the review meeting or after the review meeting and communicating in writing to the Contractor.

10. Instructions

10.1 The Contractor shall carry out all instructions of the Department which comply with the applicable laws where the Site is located.

11. Correction of defects

- 11.1 The Department shall give notice to the Contractor of any Defects before the end of the Defects Liability Period. which begins at Completion and defined in the contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 11.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Department.
- 11.3 If the Contractor has not corrected a Defect within the time specified by the Tender Inviting Authority, the Procurement Entity shall cause the same to be corrected at the cost of the contractor and recover the same from his bills or as arrears of land revenue.
- 11.4 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions

12 Force Majeure

12.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Client either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic, quarantine restrictions and freight embargoes or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

12.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

12.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

13 Suspension

13.1 The Procurement Entity may by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fail to perform any of their obligations under this contract, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Contractor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension.

14, Payment to the Contractor:

14.1 Contract Price

14.1.1 The Contract price is set forth in the Contract Data.

14.2 Variations

14.2.1 The Procurement Entity shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
- (b) Omit any item of work;
- (c) Change the character or quality or kind of any item of work;
- (d) Change the levels, lines, positions and dimensions of any part of the work;
- (c) Execute additional items of work of any kind necessary for the completion of the works; and
- (f) Change in any specified sequence, methods or timing of construction of any part of the work.

14.2.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Procurement Entity and such alteration shall not vitiate or invalidate the contract.

14.2.3 Variations shall not be made by the Contractor without an order in writing by the Procurement Entity, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

14.2.4 The Contractor shall promptly request in writing to the Procurement Entity to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. has to be obtained for the variation exceeding 5 percent.

14.3 Payments for Variations

14.3.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

14.3.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

14.3.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

14.3.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 10.4.1 or 10.4.2 or 10.4.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

- 14.3.5 If the Contractor's quotation is determined unreasonable, the Procurement Entity may order the Variation and make a change to the Contract Price which shall be based on Procurement Entity's own forecast of the effects of the Variation on the Contractor's costs.
- 14.3.6 If the Procurement Entity decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 14.3.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

15 Submission of bills for payment

- 15.1 The Contractor shall submit to the Procurement Entity monthly bills of the value of the work completed less the cumulative amount paid previously.
- 15.2 The Procurement Entity shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 15.3 The Procurement Entity may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

16. Payments

- 16.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Procurement Entity shall pay the Contractor the within 60 days of submission of bill.
- 16.2 The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.
- 16.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Procurement Entity and shall be deemed covered by other rates and prices in the Contract.
- 16.4 The Contractor shall be liable to pay liquidated damages for shortfall in progress.
- 16.5 For progress beyond the agreed program payment is subject to availability of grants.
- 16.6 Payment to the Contractor shall made for Items of work executed by the Contractor
- 16.7 The GST will be paid as applicable on the date of execution of work

17 Advance Payment

- 17.1 No advance is payable to a Tenderer for any work awarded in the contract

18. Compensation events

- 18.1 The following are Compensation events unless they are caused by the Contractor:
- (a) The Procurement Entity does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - (b) The Procurement Entity orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - (c) The Procurement Entity instructs the Contractors to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - (d) The Procurement Entity gives as instruction for dealing with an unforeseen condition, caused by the Procurement Entity

19. Tax

- 19.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes except GST. The contractor will have to pay applicable taxes for the performance of this contract. The Procurement Entity will perform such duties in regard to the deduction of such taxes at source as per applicable law.

20. Liquidated damages

- 20.1 The Contractor shall pay liquidated damages to the Procurement Entity at the rate per day stated in the Contract Data for each day that the Completion date is later than the Intended Date of Completion.

The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Procurement Entity may deduct liquidated damages from payments due to the Contractor Payment. Payment of liquidated damages does not affect the Contractor's liabilities.

- 20.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Procurement Entity shall correct any over payment of liquidated damages by the Contract or by adjusting the next payment of bill.

21 Performance Security Deposit

- 21.1 The Security deposit (including additional security for unbalanced tenders) shall provided to the Procurement Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Procurement Entity. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.
- 21.2 The Contractors performance security deposit may be appropriated against breach of this Contract or for recovery of liquidated damages. For the avoidance of doubt, the parties hereto expressly agree that in addition to appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the, the Procurement Entity may make deductions from any subsequent payments due and payable to the Contractor hereunder, as if it is appropriating the Bank Guarantee in accordance with the provisions of this Contract.
- 21.3 If the Performance Security Deposit (Bank Guarantee/E-Bank Guarantee) is not kept valid as required during the Contract Period. the Procurement Entity shall have the right to withhold any due payment to the Contractor till the Bank Guarantee/E-Bank Guarantee is refurbished with the required amount.

22 Settlement of Disputes

22.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation;

- a. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23 Finishing the Contract

23.1 Completion

The Contractor shall request the department to issue a Certificate of Completion of the Works and the department will do so upon deciding that the Work is completed to the satisfaction of the department.

23.2 Taking over site

On completion of the work department shall take over the Site and the Works within seven days of issuing a certificate of Completion.

23.3.3 Final account

The Contractor shall submit to the department a final running bill of the total amount that the Contractor considers payable under the Contract. After the end of Defect Liability Period (ie one year from the date of completion of the work), the department shall issue a 'No Defect Liability Certificate'. Performance Security Deposit shall be released only after the 'No Defect Liability Certificate' is issued.

24. Closure of Contract

24.1 No claim Certificate and Release of Contract Securities After mutual reconciliations of outstanding payments and assets on either side, the Contractor shall submit a "No-claim certificate" to the Procurement Entity requesting the release of its contractual securities, if any, The Procurement Entity shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Contractor. The Contractor shall not be entitled to make any claim whatsoever against the Procurement Entity under or arising out of this Contract, nor shall the Procurement Entity entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Procurement Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof,

24.2 Closure of Contract

The contract shall stand closed upon:

- a) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- b) Termination and settlements after that, if any. as per clause 2.4.2 above.

SECTION III

Special Conditions of Contract

(To be got approved by the Tender Accepting Authority)

1 Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the TIA, deliver to the TIA a return in detail, in such form and at such intervals as the TIA may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the TIA may require.

1.1 Compliance with labour regulations:

During the currency of the Contract, the contractor shall abide by all the prevailing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

The Contractor shall also keep Forest Department indemnified against any violation by the Contractor. In case any recovery is ordered/decreed against Karnataka Forest Department, for any action/lapse on part of the Contractor, DCF shall also have right to deduct the ordered/decreed money due to the Contractor including his amount of security deposit. The DCF shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the DCF. The employees of the Contractor in no case shall be treated as the employees of the Forest Department at any point of time.

2. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bylaws of the State or Central Government, or local authorities and any other law, bylaw, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

3. Arbitration

- a. Rules of Procedure-In case of dispute relating to any matter arising out or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996 and the Arbitration & Center Karnataka Rules 2012 by appointing arbitrator as per Rules. , the matter shall be referred to jurisdictional officer in-charge of the Forest Circle and his decision shall be final.
- b. Place of Arbitration-The place of arbitration shall be at **Deputy Conservator of Forests, Belagavi Division, Belagavi** Karnataka (the place where contract is executed). If required may be held elsewhere in Karnataka.
- c. Enforcement of Award- The parties agree that the decision or award resulting from arbitration shall be enforceable in accordance with the Provision of Arbitration Act and Rules subject to the rights of the aggrieved parties to secure relief from any higher forum.

- d. Performance during Dispute Resolution- Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

4. Death of Contractor

In the case of death of a contractor after executing/commencement of the work, his legal heir, if an eligible registered contractor and willing to do so at the same rate, can execute and complete the work at the accepted tender rates.

5 Insurance

5.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Procurement Entity and the Contractor, (Cover from the first working day after the start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

- a. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
- b. for liability of both parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
- c. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Procurement Entity, any Procurement Entity's representative or their Procurement Entity.

5.2 Policies and certificates for insurance shall be delivered by the Contractor to the Procurement Entity for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

5.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, Procurement entity may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

5.4 Alterations to the terms of an insurance shall not be made without the approval of the Procurement Entity.

5.5 Both Parties shall comply with any conditions of the insurance policies.

{Add other Clauses specific to the work for which tenders are invited}

SECTION IV
CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The Procurement Entity's authorized implementing officer is :

Name : **Nagaraj S. Balehosur.**

Designation : Assistant Conservator of Forests, Belagavi Sub Division, Belagavi.

Address : Belagavi Taluk, Belagavi District, Karnataka

Name of authorized Representative: Assistant Conservator of Forests, Belagavi Sub Division,
Belagavi, Belagavi District, Karnataka

The name and identification number of the Contract is: As per Tender Notification.

The Works consist : As per tender list - during 2025-26

The start date shall be the date of issue of notice to proceed with the work.

The intended Completion Date for the whole of the Works is 31-03-2026 with
the following milestones Milestone dates:

Physical works to be completed Period from the date of issue of
Notice to proceed with the work

Milestone1- Raising of plantation including seedlings raising work as per estimate.

Milestone2- Maintenance of 1 to 10 year old plantation work as per estimate

Milestone3- Advance work including seedlings raising work as per estimate

Milestone4- Other afforestation as per estimate.

The site Possession Date is : Immediately after award of Contract

The Site is located at as per notification

The Defects Liability Period is 60 days

Insurance requirements are as under:

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Specify appropriate figure
	(b) for Contractor's employees or labour	In accordance with the status requirements applicable Karnataka

The liquidated damages for the whole of the works are

Rs _____ (amount- .1% of the contract price) per day and that for the milestones are as under:

For Milestone 1: Rs. per day

For Milestone 2: Rs. per day

For Milestone 3: Rs. Per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price.

SECTION V

Specification

SECTION VI

Drawings

SECTION VII**BILL OF QUANTITIES****Name of the work**

Sl No	Description	Unit	Quantity	Rate	Amount
1	2	3	4	5	6
				Total	

SECTION VIII

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer] _____ [address of Employer]

WHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ {amount of guarantee} Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

(An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract)

Notification of Award

Any Modification, Addenda, Pre-Bid Meeting Proceedings