



**GOVERNMENT OF KARNATAKA  
KARNATAKA FOREST DEPARTMENT**

TENDER No	::	DCF/Res/Bly/BUD/Tender/CR-01/2026-27
PROCUREMENT ENTITY	::	Karnataka Forest Department
TENDER INVITING AUTHORITY	::	Deputy Conservator of Forests, Research Ballari
PUBLISHED DATE	::	19.06.2026
DATE AND TIME AND AVAILABILITY OF TENDER DOCUMENT	::	19.06.2026 17:00
PRE-BID MEETING DATE, TIME	::	29.06.2026 – 11:00
PLACE OF PRE.BID MEETING	::	O/o the Deputy Conservator of Forests, Research Ballari Radio Park ITI Collage Oppsite Ballari-583102
Mail ID / ADDRESS TO REQUEST CLARIFICATIONS	::	<a href="mailto:cfrbellary@gmail.com">cfrbellary@gmail.com</a>
CONTACT PERSON	::	Rajesh B Patil First Division Assistant O/o the Deputy Conservator of Forests Research,Ballari 8892466179
<b>First Time Tender</b>		
LAST DATE & TIME FOR TENDER QUERIES/ CLARIFICATIONS	::	01.07.2026 11:00
LAST DATE & TIME FOR SUBMISSION OF TENDERS	::	02.07.2026 16:00
ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL	::	<a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a>
DATE & TIME FOR OPENING OF TECHNICAL TENDER ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL :	::	03.07.2026 – 16:30
DATE & TIME FOR OPENING OF FINANCIAL TENDERS	::	04.07.2026 – 17.00
ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL	::	<a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a>
<b>Second Time Tender (If no successful bids are received on first time)</b>		
LAST DATE & TIME FOR SUBMISSION OF TENDERS	::	16.07.2026 16:00
DATE & TIME FOR OPENING OF TECHNICAL TENDER ONLINE IN KARNATAKA PUBLIC PROCUREMENT PORTAL :	::	17.07.2026 16:30
DATE & TIME FOR OPENING OF FINANCIAL TENDERS	::	18.07.2026 17:00
ADDRESS FOR COMMUNICATION	::	O/o the Deputy Conservator of Forests, Research Ballari Radio Park ITI Collage Oppsite Ballari-583102
AMOUNT PUT TO TENDER :	::	<b>7968640</b>
(ESTIMATED CONTRACT VALUE EXCLUDING GST)	::	-
AMOUNT OF EARNEST MONEY DEPOSIT	::	<b>199225</b>

PERIOD OF CONTRACT

:: 1 year

VALIDITY OF TENDER :

up to end of 31.03.2027

## **SECTION 1: INVITATION FOR TENDERS {IFT}**

**No: DCF/Res/Bly/BUD/Tender/CR-01/2026-27**

**Date : 19.06.2026**

1. The **Deputy Conservator of Forests, Research Ballari** , 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 tender will be opened first and the Financial tender 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://eproc.karnataka.gov.in/e-portal/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**

Unit No.	Name of the Research Range	Scheme/Bud Head	Particulars of work	Location	Extent (Ha/No s/Km/ Cum)	Amount	EMD	Period	Data Sheet No
							(in Rs.)		
1	Ballari	CAPMA-140	Raising of Plantations for Medicinal plants	J.B.Halli	2.50	116750	2919	1 Year	01
2	Raichur	CAPMA-140	Raising of Plantations for Medicinal plants	Murkidoddi Sy.No.54	2.50	116750	2919	1 Year	01
3	Bidar	CAPMA-140	Raising of Plantations for Medicinal plants	Shapur	2.50	116750	2919	1 Year	01
4	Challakere	CAPMA-140	Raising of Plantations for Medicinal plants	Bagganadu Kaval	2.50	116750	2919	1 Year	01
5	Ballari	CAPMA-140	Raising of Plantations for SSO Plantations	J.B.Halli	2.50	116750	2919	1 Year	01
6	Raichur	CAPMA-140	Raising of Plantations for SSO Plantations	Murkidoddi Sy.No.54	2.50	116750	2919	1 Year	01
7	Bidar	CAPMA-140	Raising of Plantations for SSO Plantations	Shapur	2.50	116750	2919	1 Year	01
8	Challakere	CAPMA-140	Raising of Plantations for SSO Plantations	Bagganadu Kaval	2.50	116750	2919	1 Year	01
9	Ballari	Research-140	Raising Demonstration Plot's by Different Agro-Forestry Species	Hosahalli	1.50	157020	3926	1 Year	02
10	Ballari	Research-140	Raising Demonstration Plot's by Different Agro-Forestry Species	J.B.Halli North	1.50	157020	3926	1 Year	02
11	Raichur	Research-140	Raising Demonstration Plot's by Different Agro-Forestry Species	Tuntapura	1.50	157020	3926	1 Year	02
12	Bidar	Research-140	Raising Demonstration Plot's by Different Agro-Forestry Species	Shahapura	1.50	157020	3926	1 Year	02
13	Ballari	KFDF-132	Maintenance of one year old Plantation (SSO)	J.B.Halli (North)	5.00	128710	3218	1 Year	03
14	Raichur	KFDF-132	Maintenance of one year old Plantation (SSO)	Somana maradi	5.00	128710	3218	1 Year	03
15	Challakere	KFDF-132	Maintenance of one year old Plantation (SSO)	Bagganadu Kaval	5.00	128710	3218	1 Year	03
16	Ballari	KFDF-132	Maintenance of Two year old Plantation	Bathanahalli	4.50	108090	2702	1 Year	04
17	Ballari	KFDF-132	Maintenance of Two year old Plantation	J B Halli (North block)	4.50	108090	2702	1 Year	04
18	Ballari	Research-140	Maintenance of Three Year old Plantation (2023) (CSO)	Ballari	10.00	191600	4790	1 Year	05

19	Challakere	Research-140	Maintenance of Three Year old Plantation (2023)(CSO)	Challakere	6.00	114960	2874	1 Year	05
20	Challakere	Research-140	Maintenance of Three Year old Plantation (2023)(SPT)	Chikkobana halli Sy.No.14	10.00	164750	4119	1 Year	05
21	Ballari	CAPMA-140	Maintenance of Three Year old plantation (PT)	J.B Halli	10.00	164750	4119	1 Year	05
22	Challakere	CAPMA-140	Maintenance of Three Year old plantation (SSO)	Chikkobana halli	10.00	164750	4119	1 Year	05
23	Ballari	CAPMA-140	Maintenance of Four year old plantation(SSO)	J.B.Halli	11.00	178310	4458	1 Year	06
24	Ballari	CAPMA-140	Maintenance of Four year old plantation(SSO)	J.B.Halli	10.00	162100	4053	1 Year	06
25	Ballari	CAPMA-140	Maintenance of Four year old plantation(SSO)	Hosahalli	10.00	162100	4053	1 Year	06
26	Ballari	CAPMA-140	Maintenance of Four year old plantation(SSO)	Hosahalli	10.00	162100	4053	1 Year	06
27	Ballari	CAPMA-140	Maintenance of Four year old plantation(SSO)	Bathanahalli	10.00	162100	4053	1 Year	06
28	Raichur	CAPMA-140	Maintenance of Four year old plantation(SSO)	Murkidoddi	10.00	162100	4053	1 Year	06
29	Raichur	CAPMA-140	Maintenance of Four year old plantation(SSO)	Mallapura	10.00	162100	4053	1 Year	06
30	Bidar	CAPMA-140	Maintenance of Four year old plantation(SSO)	Chambole	8.00	129680	3242	1 Year	06
31	Bidar	CAPMA-140	Maintenance of Four year old plantation(SSO)	Shapura	7.00	113470	2837	1 Year	06
32	Challakere	CAPMA-140	Maintenance of Four year old plantation(SSO)	Bagganadu Kaval	25.00	405250	10131	1 Year	06
33	Challakere	CAPMA-140	Maintenance of Four year old plantation(SSO)	Bagganadu Kaval	10.00	162100	4053	1 Year	06
34	Challakere	WPRT-140	Maintenance of Four year old plantation	Bagganadu Kaval	10.00	162100	4053	1 Year	06
35	Challakere	WPRT-140	Maintenance of 6 <sup>th</sup> year old Planation(SPA)	Bagganadu Kaval RF Block-I	20.00	324200	8105	1 Year	06
36	Challakere	WPRT-140	Maintenance of 6 <sup>th</sup> year old Planation(SPA)	Bagganadu Kaval RF Block-II	17.00	275570	6889	1 Year	06

37	Ballari	CAPMA-140	Maintenance of 5"X8" PB Seedlings	J.B.Halli	60000	166440	4161	1 Year	07
38	Raichur	CAPMA-140	Maintenance of 5"X8" PB Seedlings	Yeragera	40000	110960	2774	1 Year	07
39	Bidar	CAPMA-140	Maintenance of 5"X8" PB Seedlings	Shapur	40000	110960	2774	1 Year	07
40	Challakere	CAPMA-140	Maintenance of 5"X8" PB Seedlings	Challakere	60000	166440	4161	1 Year	07
41	Ballari	CAPMA-140	Raising of 5"X8" QPM Seedlings	J.B.Halli	35000	262080	6552	1 Year	07
42	Raichur	CAPMA-140	Raising of 5"X8" QPM Seedlings	Yeragera	25000	187200	4680	1 Year	07
43	Bidar	CAPMA-140	Raising of 5"X8" QPM Seedlings	Shapur	25000	187200	4680	1 Year	07
44	Challakere	CAPMA-140	Raising of 5"X8" QPM Seedlings	Challakere	35000	262080	6552	1 Year	07
45	Ballari	Research-140	Conducting Inventory Study of sandalwood Plantation	Vijayanagar	1.00	250000	6250	1 Year	08
46	Bidar	Research-140	Establishment of Multifunction Trial of Tissue Culture Teak Clones developed of IFGTB	Bidar	1.00	125600	3140	1 Year	09
47	Raichur	Research-140		Raichur	1.00	125600	3140	1 Year	09
48	Challakere	Research-140		Challakere	1.00	125600	3140	1 Year	09
49	Ballari	Research-140	Construction of Slab in side the polyhouse	Ballari	1.00	100000	2500	1 Year	PWD SSR
50	Ballari	Research-140	Construction of Shed for Vermicompost	Ballari	1.00	100000	2500	1 Year	
					<b>Total</b>	<b>7968640</b>	<b>199225</b>		

  
**Deputy Conservator of Forests**  
**Research Ballari**  
[cfrbellary@gmail.com](mailto:cfrbellary@gmail.com)




ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಬಳ್ಳಾರಿ ಸಂಶೋಧನಾ ವೃತ್ತ ವ್ಯಾಪ್ತಿಯ ಸಂಶೋಧನಾ ಕೇಂದ್ರಗಳಲ್ಲಿ ವಿವಿಧ ಯೋಜನೆ ಮತ್ತು ಯೋಜನೇತರ ಲೆಕ್ಕ  
ಶೀರ್ಷಿಕೆಗಳಡಿ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿ ಕೈಗೊಳ್ಳುವ ಸಂಬಂಧ ಟೆಂಡರ್ ಪ್ರಕಟಣೆ  
(ಇ-ಪ್ರೊಕ್ಯೂರ್‌ಮೆಂಟ್ ಪೋರ್ಟಲ್ ಮುಖಾಂತರ)

\* \* \* \* \*

ಈ ಕಛೇರಿ ಅಧಿಸೂಚನೆ ಸಂಖ್ಯೆ: ಉಅಸಂ.ಸಂಬ/ಬಿಜಿಟಿ/ಟೆಂಡರ್-ಸಿಆರ್-01/2026-27, ದಿನಾಂಕ: 19.06.2026 ರ ಪ್ರಕಾರ 2026-27 ನೇ ಸಾಲಿನಲ್ಲಿ ಬಳ್ಳಾರಿ ಸಂಶೋಧನಾ ವೃತ್ತ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಸಂಶೋಧನಾ ಕೇಂದ್ರಗಳಲ್ಲಿ ವಿವಿಧ ಯೋಜನೆ ಮತ್ತು ಯೋಜನೇತರ ಲೆಕ್ಕ ಶೀರ್ಷಿಕೆಗಳಡಿ ಅಭಿವೃದ್ಧಿ ಕಾಮಗಾರಿ ಕೈಗೊಳ್ಳುವ ಸಂಬಂಧ ಈ ವೃತ್ತದಲ್ಲಿ ನೊಂದಾಯಿತ ಅರಣ್ಯ ಗುತ್ತಿಗೆದಾರರಿಂದ ಇ-ಪ್ರೊಕ್ಯೂರ್‌ಮೆಂಟ್ ಪೋರ್ಟಲ್ (ತಾಂತ್ರಿಕ ಮತ್ತು ಆರ್ಥಿಕ) ಮುಖಾಂತರ ಟೆಂಡರ್‌ಗಳನ್ನು ಆಹ್ವಾನಿಸಲಾಗಿದೆ. ಮೊದಲನೆಯ ಟೆಂಡರ್‌ಗಾಗಿ ಟೆಂಡರ್ ಸ್ವೀಕರಿಸುವ ಕೊನೆಯ ದಿನಾಂಕ: 02.07.2026 ಅಲ್ಲದೇ ಮೊದಲನೆ ಟೆಂಡರ್‌ನಲ್ಲಿ ಯಾರೂ ಭಾಗವಹಿಸದಿದ್ದಲ್ಲಿ ಎರಡನೇ ಟೆಂಡರ್‌ಗಾಗಿ ಟೆಂಡರ್ ಸ್ವೀಕರಿಸುವ ಕೊನೆಯ ದಿನಾಂಕ: 16.07.2026 ಕ್ಕೆ ನಿಗದಿಪಡಿಸಲಾಗಿದೆ. ಹೆಚ್ಚಿನ ವಿವರಗಳಿಗೆ ಕಚೇರಿಯ ಅವಧಿಯಲ್ಲಿ ಈ ಕಚೇರಿಗೆ ಸಂಪರ್ಕಿಸಿ ಮಾಹಿತಿ ಪಡೆಯಬಹುದಾಗಿದೆ.

  
ಉಪ ಅರಣ್ಯ ಸಂರಕ್ಷಣಾಧಿಕಾರಿ  
ಸಂಶೋಧನೆ, ಬಳ್ಳಾರಿ.





## **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 civil 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 :

3. 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.
4. Tenders from Joint Ventures are not accepted
5. Only Forest contractors registered in this division can apply.
6. Tenders from Joint ventures are not acceptable.
7. Tenderer shall not be under a declaration of ineligibility. If the tenderer found for corrupt and fraudulent practices as per the prevailing rules in force their tenders are liable to be rejected.
8. The tenderer shall ensure credit of tender processing fee and EMD @ 2.5% into the respective receiving bank accounts of e-Procurement portal on or before the last date of the bid submission.
9. The tenderer should not be a defaulter in any of the Government Departments.
10. EMD Payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
11. Conditional tenders will not be accepted.
12. The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Department will in no case be responsible and liable for those costs.
13. Successful tenderer must enter into an agreement with department within 7 days from the date of intimation.
14. Date of completion of all works shall be completed as per package of practice of the Karnataka Forest Department.
15. Taxes, duties, cess, GST, etc., as applicable will be deducted from the payment.
16. The tenderer shall produce address proof such as EPIC, ADHAR or Residential Certificate issued by the concerned revenue authority.
17. Royalty and other taxes will be deducted as per prevailing Government orders.
18. All scanned documents to be uploaded shall be in original and the Deputy Conservator of Forests, Research, Ballari reserves the right to verify the documents before approval.
19. The check measurement of the works will be taken up by the Assistant Conservator of Forests concerned in presence of the contractor. The contractor shall sign and endorse the measurements.
20. All the works are to be executed by following the prevailing provisions in Code/Manual and other relevant departmental instructions, circulars etc.
21. The successful Tenderer shall deliver to the Department a Security deposit for an amount equivalent to 5 percent of the contract sum in the form of FDR issued by any nationalized banks fledged in favour of Deputy Conservator of Forests, Research Ballari before entering into the contract.

22. Payments will be made to contractor subject to availability of funds from the Government. No interest will be paid for delayed payments.
23. Raising of plantation works includes the raising of good quality seedlings of 5x8, 8x12 size (in inch) and maintenance of 5x8, 8x12 size seedlings for planting during 2023 rains. The species to be raised have to be raised in consultation with concerned Range Forest Officer. The successful tenderer should have minimum 3 years of experience in raising of good quality seedlings, plantation works and he should produce/enclose the experience certificate issued by an officer not below the rank of Deputy Conservator of Forests, Territorial/Wildlife Divisions in Karnataka Forest Department. He should raise the required seedlings in his own nursery sites and they will not be provided any infrastructure except polythene bags. The departmental officers will visit the nursery sites and the works will be inspected that is the quantity and quality of the works. The payment will be made only after the certification made by the competent authorities. No advance payment will be made to the contractor. He should maintain the seedlings upto end of 31-03-2024 and transport the seedlings to the planting site nurseries of concerned ranges with his own cost after certification by the Range Forest Officers and Assistant Conservator of Forests.
24. Since the forestry works are seasonal works, if these works are completed through department, then budget will be provided to the rest of the works.
25. The successful tenderer shall deposit the security deposit @ 5% amount in favour of Deputy Conservator of Forests, Research, Ballari. The amount equivalent the quotes in the tender below the sanctioned schedule amount before entering into agreement with the Deputy Conservator of Forests, Research, Ballari and it shall be refunded to the tender after satisfactory completion of tendered work.
26. Contractor should take all precautionary measures to avoid any damage to the utilities, vegetation during excavation as well as utility shifting. To that extent the contractor should indemnify the department.
27. If the contractor quote below the estimated amount, the difference amount shall be deposit in favour of Deputy Conservator of Forests, Research Ballari.
28. Contractor should follow strictly the prevailing labour acts & rules and pay wages to the labourers as per law.
29. Each tender shall be accompanied by Income Tax, Service Tax and Sales Tax clearance certificate for the previous year 2021-22 obtained from the respective authorities.
30. The tenders shall abide by the rules & regulations of this department.
31. It should be clearly understood that the quantities shown in the schedule are approximate and/or liable to modifications or may vary. The tender rates of each and every items shall hold good for full duration of the contract irrespective of change in the designs or quantities or any increase in cost and materials, labour etc..
32. In case of dispute the decision of the next higher authority accepting the tender shall be final and binding.
33. The contractor and his workers are deemed to be subjected to Forest Acts and Rules for works to be executed in Forest areas.
34. No advance payment will be made but payments shall be made on bill or bills after completion of work and as preferred by the contractor through the concerned Range Forest Officers to this office after check measurements by the Assistant Conservator of Forests.
35. That the quantities and specifications shown in the schedule are approximate and are liable to modifications or alterations as may be found necessary and subject to availability of funds.
36. In the event of any failure on the part of the contractor to execute the work both of quality and quantity to the satisfaction of the Deputy Conservator of Forests, Research Ballari, the Deputy Conservator of Forests, Research Ballari shall be at liberty to make such alternative arrangements as necessary for the successful completion of the

contract at the risk of the contractor and loss if any to the Government from such arrangements shall be recoverable from the contractor as arrears of land revenue and he shall not be entitled for the savings arising there from besides forfeiting from the security deposit furnished.

37. The locations for execution of works indicated in the notification may be changed depending upon the field conditions in the same range. The contractor should execute the works in the changed locations.
38. Compensation to workmen, the tenderer shall pay compensation (as per workmen compensation act in force) to the disabled worker under him for any injury or death caused or occurred during the execution of work, failing which the amount will be deducted from the bills and paid to the injured or the legal heirs of the deceased.
39. The successful tenderer should enter into the agreement within seven days from the date of award /approval of tender.
40. The tenderer should accept Departmental supply of polythene bags required for the work, if the earlier tenders called and approved by the Principal Chief Conservator of Forests, Bangalore as in force.
41. Contractor should carry out the work as per package of practice under the direction of concerned Range Forest Officer and Assistant Conservator of Forests. The work should be carried out without causing any damage to the existing trees or plants and in case of damage, the Contractor shall be held responsible and he will be liable to any legal action and penalty as decided by the Deputy Conservator of Forests.
42. In case of disputes the decision of the Deputy Conservator of Forests, Research Ballari is binding on the contractor and the subordinate officers. Any appeals on the orders of the Deputy Conservator of Forests, Research, Ballari may be preferred with the Additional Principal Chief Conservator of Forests, Research and Utilization Bangalore and the orders of the Additional Principal Chief Conservator of Forests, Research and Utilization Bangalore will be final.
43. 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.
44. Conditions for submission of Tenders by a Tenderer from a Country which shares Land Border with India

Any 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.

- i. "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 of 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 of 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 atleast in two financial years a minimum financial turnover of Rs. 50,00,000/-
  - b. Satisfactorily completed forestry work of value not less than Rs 50,00,000/- as a prime contractor.

### **3.3 Each Tenderer should further demonstrate :**

- a) Availability of owning the following Key and critical equipment for this work
- b) Liquid assets and / or availability of credit facilities of not less than 30% of the Tender Amount. (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 properly 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 e-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 Research Ballari Forest Department).

- (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) (j) Copy of GSTIN.
- (j) 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 (including 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 Contract 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 or closed 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 402800/- (Rupees Four Lakh Twenty-eight Thousand only) as 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 tenderer, 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 cancellation of tender 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 portal, 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 highest turn over 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, he Tender inviting Authority will promptly notify the name of the successful renderer 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 lender 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 cancelation 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 Debarment 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 Department 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 Department 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 Department 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 Department committee.
- 30.7 On the recommendation of the State Level Department 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 department order.

### **31 Measures to be taken after Debarment'**

- 31.1 The Procurement Entity may take appropriate measures in respect of debarred tenderer 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.

  
**Deputy Conservator of Forests**  
**Research Ballari**

**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**

**Name of the work : Raising of Plantation SSO/STP/PT for the year 2026-27**

The details of items of work to be carried out and the estimated cost of **Unit No. 1**

**Data Sheet No. 01**

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Laying out block plots, sub-plots etc., as per standard design for various experiments	107	1400	220.70	100 mtr	3,089.80
2	Refilling of pits, cutting of edge of the pit on the lower side and refilling 75% or 100% of the pit as the case may be with the excavated soil, duly breaking the clods and arranging the remaining soil on the lower slope.	29d	117.3	32.89	cum	3,858.00
3	Loading of P.B. bagged Seedlings into the vehicle at the nursery site & unloading at the site nearest to the planting site - Seedlings raised in 8" x 12" size bags	23d	306	2933.86	1000	897.76
4	Transportation of P.B bagged seedlings in hired truck from the nursery site to planting site - Seedlings raised in 8" x 12" size bags. iii) Distance from 21 to 30 kms	24 d (iii)	306	4157.47	1000	1,272.19
5	Conveyance of polythene-bagged seedlings on head load from the dumping site to planting location near each trench / pit (distance upto 3 kms) 8" x 12" size bagged seedlings	25d	306	5867.72	1000	1,795.52
6	Watering polythene bagged seedling at planting site by dipping in water including carrying of water (Note: this should be resorted to in dry conditions) 8" x 12" size bagged seedlings	26c	306	1246.91	1000	381.55
7	Planting of PB seedlings after tearing with blade and removing the polythene bags in trenches / pits including scooping the soil to the required depth, pressing the soil gently around the seedlings after planting. 8" x 12" size bagged seedlings	27d	306	5502.78	1000	1,683.85
8	Clear weeding by cutting all weeds flush to the ground, retaining seedlings of important species, not directly interfering with the main crop in areas with heavy weed growth of Eupatorium, Solanum etc., (1st weeding)	29g (i)	0.5	5500.91	ha	2,750.46
9	Scraping of grass and other weed growth around the plant (pits) (Scraping item is allowed only in grass-infested areas) - 90 cms radius around the plant	29 i (iv)	278	10268.20	1000	2,854.56
10	Hoeing and soil working with pickaxe around the plants to a depth of 15 cms and to a radius of 90 cms so as to loosen the soil around the plants (pits only)	29n	278	14668.68	1000	4,077.89
11	Clear weeding by cutting all weeds flush to the ground, retaining seedlings of important species, not directly interfering with the main crop in areas with heavy weed growth of Eupatorium, Solanum etc., (2nd weeding)	29g (ii)	0.5	4400.48	ha	2,200.24

12	Cutting of all existing weed growth to a width of 3m heaping burning and re-burning in younger plantations.	82	0.33	3080.34	k.m	1,016.51
13	Purchase of NPK /DAP (100 gms per plant)	RQ	28	35.98	KG	1,007.44
14	Application of farmyard manure / chemical fertilizer / compost / sewage manure around the plants about 15 cm. away in a furrow duly covering with soil (excluding the cost of fertilizer)	38 e	278	586.52	1000	163.05
15	Saucer bharav : Scraping out of grass and weeds to a radius of 50 cms around the plant, earthening up of soil in the form of a semi-circular slanting saucer shape slope, loosening of boulders if any with soil by using pickaxe and arranging the loosened boulders and soil	29 (j)	278	15956.21	1000	4,435.83
16	Watering to the seedlings as per need @ 50 ltrs per plant -2 times (Ceiling rate)	LS	278		1	4,170.00
17	Maintenance of 8"x12" size PBS from 01-04-2022 for 120 days		306	6473	1000	1,980.74
18	Protection of Plantation as per the standard norms (for 25 Ha. As a unit during the year and pro-rate for different extent for the actual period		1	620.66	1 day/ 25 Ha	9,061.64
18	Miscellaneous,	LS				2.98
	<b>Total</b>					<b>46,700.00</b>



**Name of the work : Mansoon Planting for Seedling Seed Orchards for the year 2026-27**

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

**Data Sheet No. 02**

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Survey and demarcation of plantation boundary lines after clearing the rank growth to a width of 2m in the areas with thick under growth.	100 (a)	0.40	3,904.09	1km	1,561.64
2	Clearing the unwanted growth such lantana, eupatorium and such other thorny species over the entire area, heaping and burning the debris in areas where there is thick growth.	22 (a)	1	5,867.72	ha	5,867.72
3	Digging & Removal of Eucalyptus stumps including collection and carrying the stumps nearer to the lorry path and stacking for stumps having girth (0.25 Mtr to 0.60 Mtr)	108 (a)	80	205.44	each	16,435.20
4	Aligning in the planting area along the contours and marking for pits (without staking)	29 (b)	278	580.08	1000	161.26
5	Excavation of pits with vertically cut edges to make uniform cube and heaping the excavated soil (1/3rd top soil on the upper side and 2/3rd on the lower side) - Hard soil (0.75 m3)	29 c (ii)	117.30	307.85	cmtr	36,110.81
6	Laying out block plots, sub-plots etc., as per standard design for various experiments	107	1400	220.70	100 mtr	3,089.80
7	Refilling of pits, cutting of edge of the pit on the lower side and refilling 75% or 100% of the pit as the case may be with the excavated soil, duly breaking the clods and arranging the remaining soil on the lower slope.	29d	117.3	32.89	cum	3,858.00
8	Loading of P.B. bagged Seedlings into the vehicle at the nursery site & unloading at the site nearest to the planting site - Seedlings raised in 8" x 12" size bags	23d	306	2933.86	1000	897.76
9	Transportation of P.B bagged seedlings in hired truck from the nursery site to planting site - Seedlings raised in 8" x 12" size bags. iii) Distance from 21 to 30 kms	24 d (iii)	306	4157.47	1000	1,272.19
10	Conveyance of polythene-bagged seedlings on head load from the dumping site to planting location near each trench / pit (distance upto 3 kms) 8" x 12" size bagged seedlings	25d	306	5867.72	1000	1,795.52
11	Watering polythene bagged seedling at planting site by dipping in water including carrying of water (Note: this should be resorted to in dry conditions) 8" x 12" size bagged seedlings	26c	306	1246.91	1000	381.55
12	Planting of PB seedlings after tearing with blade and removing the polythene bags in trenches / pits including scooping the soil to the required depth, pressing the soil gently around the seedlings after planting. 8" x 12" size bagged seedlings	27d	306	5502.78	1000	1,683.85
13	Clear weeding by cutting all weeds flush to the ground, retaining seedlings of important species, not directly interfering with the main crop in areas with heavy weed growth of Eupatorium, Solanum etc., (1st weeding)	29g (i)	0.5	5500.91	ha	2,750.46

14	Scraping of grass and other weed growth around the plant (pits) (Scraping item is allowed only in grass-infested areas) - 90 cms radius around the plant	29 i (iv)	278	10268.20	1000	2,854.56
15	Hoeing and soil working with pickaxe around the plants to a depth of 15 cms and to a radius of 90 cms so as to loosen the soil around the plants (pits only)	29n	278	14668.68	1000	4,077.89
16	Purchase of NPK /DAP (100 gms per plant)	RQ	28	35.98	KG	1,007.44
17	Application of farmyard manure / chemical fertilizer / compost / sewage manure around the plants about 15 cm. away in a furrow duly covering with soil (excluding the cost of fertilizer)	38 e	278	586.52	1000	163.05
18	Saucer bhavav : Scraping out of grass and weeds to a radius of 50 cms around the plant, earthening up of soil in the form of a semi-circular slanting saucer shape slope, loosening of boulders if any with soil by using pickaxe and arranging the loosened boulders and soil	29 (i)	278	15956.21	1000	4,435.83
19	Watering to the seedlings as per need @ 50 ltrs per plant -2 times (Ceiling rate)	LS	278		1	4,494.01
20	Protection of Plantation as per the standard norms (for 25 Ha. As a unit during the year and pro-rate for different extent for the actual period		1	620.66	1 day/ 25 Ha	9,061.64
21	Providing and fixing RCC Plantation Board of 2'x1' size duly inscribing about experimental sample plot	110	1	2,718.97	each	2,718.97
22	Miscellaneous,	LS				0.86
	<b>Total</b>					<b>1,04,680.00</b>

**Name of the work : Maintenance of 1st year SSO/GPB/STP/PT for the year 2026-27**

**Data Sheet No. 03**

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	10% replacement of casualties - Loading and unloading of Polythene Bagged Seedlings into the vehicle at the nursery site and unloading at the site nearest to the planting site - 8" x 12" bags	23 d	28	2933.86	1000	82.15
2	Transportation of P.B bagged seedlings in hired truck from the nursery site to planting site - Seedlings raised in 8" x 12" size bags. iii) Distance from 21 to 30 kms	24 d (iii)	28	4157.47	1000	116.41
3	Conveyance of ploythene-bagged seedlings on head load from the dumping site to planting location near each trench / pit - 8" x 12" size seedlings -	25 d	28	5867.72	1000	164.30
4	Watering polythene bagged seedlings at planting site by dipping in water, including carrying of water	26 (c)	28	1246.91	1000	34.91
5	Planting of P. B seedlings after tearing with blade & removing the polythene bags in trenches / pits including scooping the soil to required depth, pressing the soil gently around the seedlings after planting - 8" x 12" size bagged seedlings	27 d	28	5502.78	1000	154.08
6	Weeding in ordinary areas with ordinary weed growth (1st Weeding)	40 e (i)	1	4033.67	ha	4,033.67
7	Scraping of grass and other weed growth around the plant (pits) (Scraping item is allowed only in grass-infested areas) - 90 cms radius around the plant	40 f (iv)	278	10268.20	1000	2,854.56
8	Hoeing and soil working with pickaxe around the plants to a depth of 15 cms and to a radius of 90 cms so as to loosen the soil around the plants (pits only)	40 (k)	278	14668.68	1000	4,077.89
9	Weeding in ordinary areas with ordinary weed growth (2nd Weeding)	40 e (ii)	1	3300.67	ha	3,300.67
10	Maintenance of fireline along Roadside, Plantation, Block & Compartment Boundaries a) clearing existing fire lines and fire tracing 3M wide.	83 a	0.33	1833.43	km	605.03
	b) Re-sweeping and re-burning the above fire line.	83 b	0.33	256.95	km	84.79
11	Purchase of NPK /DAP (100 gms per plant)	RQ	28	35.98	KG	1,007.44
12	Application of farmyard manure / chemical fertilizer / compost / sewage manure around the plants about 15 cm. away in a furrow duly covering with soil (excluding the cost of fertilizer)	38 e	278	586.52	1000	163.05
13	Protection of Plantation as per the standard norms (for 25 Ha. As a unit during the year and pro-rate for different extent for the actual period		1	620.66	1 day/ 25 Ha	9,061.64
14	Miscellaneous - Maintenance of seedlings in nursery etc.,					1.41
	<b>Total</b>					<b>25,742.00</b>

**Name of the work : Maintenance of 2nd year SSO/GPB/STP/PT for the year 2026-27**

**Data Sheet No. 04**

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Weeding in ordinary areas with ordinary weed growth (1st Weeding)	40 e (i)	1	4033.67	ha	4,033.67
2	Scraping of grass and other weed growth around the plant (pits) (Scraping item is allowed only in grass-infested areas) - 90 cms radius around the plant	40 f (iv)	278	10268.20	1000	2,854.56
3	Hoeing & soil working with pickaxe around the plant to a depth of 15 cms, and to a radius of 90 cms so as to loosen the soil around the plants	40 k	278	14668.68	1000	4,077.89
4	Weeding in ordinary areas with ordinary weed growth (2nd Weeding)	40 e (ii)	1	3300.67	ha	3,300.67
5	Maintenance of fireline along Roadside, Plantation, Block & Compartment Boundaries a) clearing existing fire lines and fire tracing 3M wide.	83 a	0.33	1833.43	km	605.03
	b) Re-sweeping and re-burning the above fire line.	83 b	0.33	256.95	km	84.79
6	Protection of Plantation as per the standard norms (for 25 Ha. As a unit during the year and pro-rate for different extent for the actual period)		1	620.66	1 day/ 25 Ha	9,061.64
7	Miscellaneous					1.75
	<b>Total</b>					<b>24,020.00</b>

**Name of the work : Maintenance of 3rd year CSO/CMA/VMG for the year 2026-27**

**Data Sheet No. 05**

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Weeding in areas with heavy weed growth of Eupatorium / Lantana, etc., by cutting flush to the ground	42 k	1	3666.86	ha	3,666.86
2	Scraping of grass and other growth around the plant (pits) (Scraping item is allowed only in grass-infested areas) - 90 cms radius around the plant	42 f (iv)	400	8800.96	1000	3,520.38
3	Hoeing & soil working with pickaxe around the plant to a depth of 15 cms and to a radius of 90 cm. so as to loosen the soil around the plants (pits only)	42 (j)	400	13202.06	1000	5,280.82
4	Ploughing of plantation area by tractor with discs (to remove weed growth and for moisture retention)	Horticulture SSR	0.8	7500.00	ha	6,000.00
5	Maintenance of fireline along Roadside, Plantation, Block & Compartment Boundaries a) clearing existing fire lines and fire tracing 3M wide.	83 a	0.33	1833.43	km	605.03
	b) Re-sweeping and re-burning the above fire line.	83 b	0.33	256.95	km	84.79
6	Miscellaneous					2.11
	<b>Total</b>					<b>19,160.00</b>

Data Sheet for Maintenance of 3rd year SSO/GPB/STP/PT for the year 2026-27						
Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Weeding in areas with heavy weed growth of Eupatorium / Lantana, etc. by cutting flush to the ground	42 k	1	3666.86	ha	3,666.86
2	Scraping of grass and other weed growth around the plant (pits) (Scraping item is allowed only in grass-infested areas) - 90 cms radius around the plant	42 f (iv)	278	8800.96	1000	2,446.67
3	Hoeing & soil working with pickaxe around the plant to a depth of 15 cms and to a radius of 90 cms so as to loosen the soil around the plants	42 j	278	13202.06	1000	3,670.17
4	Ploughing of plantation area by tractor with discs (to remove weed growth and for moisture retention)	Horticulture SSR	0.8	7500.00	ha	6,000.00
5	Maintenance of fireline along Roadside, Plantation, Block & Compartment Boundaries a) clearing existing fire lines and fire tracing 3M wide.	83 a	0.33	1833.43	km	605.03
	b) Re-sweeping and re-burning the above fire line.	83 b	0.33	256.95	km	84.79
6	Miscellaneous - Chemical Fertilizers etc.,					1.48
	<b>Total</b>					<b>16,475.00</b>

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Ploughing of plantation area by tractor with discs - (to remove weed growth and for moisture retention)	RQ	0.70	7500.00	ha	5,250.00
2	Clearing of unwanted growth in 4 to 10 years old plantations, climber cutting, singling of coppice growth, trimming of lower side branches and removal of Loranthus	43 (a)	1.00	3666.86	ha	3,666.86
3	Cutting and clearing of eupatorium weeds in 4 to 10 year old plantations	43 (b)	1.00	6600.72	ha	6,600.72
4	Maintenance of fireline along Roadside, Plantation, Block & Compartment Boundaries a) clearing existing fire lines and fire tracing 3M wide.	83 a	0.33	1833.43	km	605.03
	b) Re-sweeping and re-burning the above fire line.	83 b	0.33	256.95	km	84.79
5	Miscellaneous					2.590
	<b>Total</b>					<b>16,210.00</b>

Name of the work : MAINTENANCE OF SEEDLINGS IN 5"x8" BAGS FOR THE YEAR 2026-27

**Data Sheet No. 07**

Sl. No.	CSSR Item NO.	Particulars of works	Unit	Qty.	Rate	Per	Amount
1	14(f)	Watering to the Polythene bagged seedlings twice a day from 01-04-2026 to 30-06-2026 (limited 90 days).	1,000 90	PBs Days	19.24	1,000	1,732.00
2	14(g)	Weeding in the bags.	1,000 2	PBs Times	109.86	1,000	220.00
3	14(h)	Shifting and grading the seedlings.	1,000 2	PBs Times	228.17	1,000	456.00
4	LS / RQ	Procurement of plant protection and growth promotion materials/ compounds, their application, nursery pumpset fuel/ maintainence/ electricty bill of pumpset and other unforeseen items and charges.	1,000	PBs	249.67	1,000	366.00
			<b>Total</b>				<b>2,774.00</b>

Name of the work : Variation in Seed Morphology, Oil and Azadirachtin Content of Neem (*Azadirachta indica* A. Juss) in different Agro-Climatic Zones of Karnataka for the year 2026-27

**Data Sheet No. 08**

Sl. No	Particulars	Qty.	Rate	Per.	Amount
I	Conducting preliminary survey for collection of farmers details & Engaging private vehicle for inventory & enumeration work	80	RQ	day	70,000.00
II	Engaging literate Head mazdoor & Unskilled mazdoor for inventory & enumeration				
	Skilled	1.00	714.25	60 days	41,849.00
	UnSkilled	2.00	620.66	60 days	72,468.00
III	Stationery artical for Recording data				15,000.00
IV	Misc., Unforeseen expenditure (Food expenses, Photography documentation charges etc.,	Ls/RQ			50,683.00
<b>Total</b>					<b>2,50,000.00</b>

**Name of the work : Advance works for Establishment of Multiloaction trial of Tissue culture Teak clones developed of IFGTB for the year 2026-27**

**Data Sheet No. 09**

Sl. No	Particulars	SSR No.	Qty.	Rate	Per.	Amount
1	Survey and demarcation of plantation boundary lines after clearing the rank growth to a width of 2m in the areas with thick under growth.	100 (a)	0.40	3,904.09	1km	1,561.64
2	Clearing the unwanted growth such lantana, eupatorium and such other thorny species over the entire area, heaping and burning the debris in areas where there is moderate dencity under growth	22 (a)	1	5,867.72	ha	5,867.72
3	Aligning in the planting area along the contours and marking for pits (without staking)	29 (b)	625	580.08	1000	362.55
4	Excavation of pits with vertically cut edges to make uniform cube and heaping the excavated soil (1/3rd top soil on the upper side and 2/3rd on the lower side) - Hard soil with size of 0.6x0.6x0.6m	29 c (ii)	135.00	307.85	cmtr	41,559.75
5	Procurement of 4x6 size Clonal Seedlings by IFGTB	-	625	85.00	each	53,125.00
6	Raising of 8x12 Seedlings	Sub-Est	688	29.40	each	20,227.20
7	Providing and fixing RCC Plantation Board of 2'x1' size duely inscribing about experimental sample plot	110	1	2,718.97	each	2,718.97
8	Fencing / Cattle proof trench	L.S				118.00
9	Miscellaneous , unforeseen charges & Rounding off	L.S				59.17
	<b>Total</b>					<b>1,25,600.00</b>



## **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 Forest Contract 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 2021-22

executed and payments received 2022-23

in the last five years (in Rs.lakhs) 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): cash in 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

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

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

- The Contractor should quote a or b or c only
- The Percentage quoted shall be limited to two decimals
- The Price quoted is inclusive of all taxes, statutory payments except GST
- 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 certain 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)**

To: \_\_\_\_\_ (name and address of  
the Contrator) \_\_\_\_\_ (Date)

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)**

To \_\_\_\_\_[date]  
\_\_\_\_\_(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**  
**TABLE OF CONTENTS**

I.	FORM OF CONTRACT.....	26
II.	GENERAL CONDITIONS OF CONTRACT.....	Error! Bookmark not defined.
1.	GENERAL	
	<b>PROVISIONS.....</b>	<b>27</b>
1.1	Definitions.....	27
1.2	Application.....	28
1.3	Law Governing the contract.....	28
1.4	Language.....	28
1.5	Notice.....	28
1.6	Location.....	28
1.7	Authorized representatives.....	28
1.8	Taxes and Duties.....	28
1.9	Personnel.....	29
1.10	Procurement entity's and Contractor's risks.....	29
1.11	Procurement entity's and Excepted risks.....	29
1.12	Site Investigation Reports.....	30
1.13	Queries about the contract Data.....	30
1.14	Safety.....	30
1.15	Discoveries.....	30
1.16	Possession of the Site.....	30
1.17	Access to the Site .....	30
2.	Commencement, Completion, Modification and termination of Contract.....	29
2.1	Effectiveness of Contract.....	29
2.2	Commencement of Service.....	29
2.3	The Work to be completed by the Intended completion Date.....	30
2.4	Modification.....	30
2.5	Expiration of Contract.....	30
2.6	Termination.....	30
3.	Time Control.....	32
3.1	Program.....	32
3.2	Extension of the Intended Completion Date.....	32
3.3	Delays order by the Procurement Entity.....	32

3.4 Management Meetings.....	32
4. Supervision of Works.....	32
5. Time Limit and Extension.....	32
6. Losses Caused by the Contractor.....	32
7. Conflict of Interest.....	32
8. Indemnity.....	32
9. General Obligations.....	32
10. Instructions.....	33
11. Correction of Defects.....	33
12. Force Majeure.....	35
13. Suspension.....	35
14. Payment of the Contractor.....	37
15. Submission of Bills for Payments.....	37
16. Payments.....	37
17. Advance Payments.....	37
18. Compensation Events.....	37
19. Tax.....	37
20. Liquidated Damage.....	37
21. Performance Security Deposit.....	38
22. Settlement of Disputes.....	38
23. Finishing of the Contract.....	38
24. Closure of Contract.....	39
Section-III Special Conditions of contract.....	40
Section IV Contract Data.....	Error Bookmark not defined
Section V Specification.....	Error! Bookmark not defined
Section VI Drawings.....	Error! Bookmark not defined
Section VII Bill of Quantities.....	Error! Bookmark not defined
Section VIII Format of Bank Guarantee for Performance Security Deposit.....	46
Notification Award.....	47
Any Modification, Addendum, pre-Bid Meeting proceedings .....	Error! Bookmark not defined.

## 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

- vy 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;
- (e) 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 be 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, Research, Ballari** 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.

5.6 The required quantity of Barbed wire for the above work will be purchased by concerned firm and supplied by the department as per rate sanctioned by the Additional Principal Chief Conservator of Forests, Research and Utilization Bangalore

5.7 The EMD/Security Deposit amount will be released after receipt of the completion report from respective Range Forest Officer. The tenderer should abide for this.

#### **General Conditions :**

1. Only Forest contractors registered in this division can apply.
2. Tenders from Joint ventures are not acceptable.
3. Tenderer shall not be under a declaration of ineligibility. If the tenderer found for corrupt and fraudulent practices as per the prevailing rules in force their tenders are liable to be rejected.
4. The tenderer shall ensure credit of tender processing fee and EMD @ 2.5% into the respective receiving bank accounts of e-Procurement portal on or before the last date of the bid submission.
5. The tenderer should not be a defaulter in any of the Government Departments.
6. EMD Payments through e-Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
7. Conditional tenders will not be accepted.
8. The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Department will in no case be responsible and liable for those costs.
9. Successful tenderer must enter into an agreement with department within 7 days from the date of intimation.
10. Date of completion of all works shall be completed as per package of practice of the Karnataka Forest Department.
11. Taxes, duties, cess, GST, etc., as applicable will be deducted from the payment.
12. The tenderer shall produce address proof such as EPIC, ADHAR or Residential Certificate issued by the concerned revenue authority.
13. Royalty and other taxes will be deducted as per prevailing Government orders.
14. All scanned documents to be uploaded shall be in original and the Deputy Conservator of Forests, Research Ballari reserves the right to verify the documents before approval.
15. The check measurement of the works will be taken up by the Assistant Conservator of Forests concerned in presence of the contractor. The contractor shall sign and endorse the measurements.
16. All the works are to be executed by following the prevailing provisions in Code/Manual and other relevant departmental instructions, circulars etc.
17. The successful Tenderer shall deliver to the Department a Security deposit for an amount equivalent to 5 percent of the contract sum in the form of FDR issued by any nationalized banks fledged in favour of Deputy Conservator of Forests, Research, Ballari before entering into the contract.
18. Payments will be made to contractor subject to availability of funds from the Government. No interest will be paid for delayed payments.
19. Raising of plantation works includes the raising of good quality seedlings of 5x8, 8x12 size (in inch) and maintenance of 5x8, 8x12 size seedlings for planting during 2024 rains. The species to be raised have to be raised in consultation with concerned Range Forest Officer. The successful tenderer should have minimum 3 years of experience in raising of good quality

seedlings, plantation works and he should produce/enclose the experience certificate issued by an officer not below the rank of Deputy Conservator of Forests, Territorial/Wildlife/Research Divisions in Karnataka Forest Department. He should raise the required seedlings in his own nursery sites and they will not be provided any infrastructure except polythene bags. The departmental officers will visit the nursery sites and the works will be inspected that is the quantity and quality of the works. The payment will be made only after the certification made by the competent authorities. No advance payment will be made to the contractor. He should maintain the seedlings upto end of 31-03-2024 and transport the seedlings to the planting site nurseries of concerned ranges with his own cost after certification by the Range Forest Officers and Assistant Conservator of Forests.

20. Since the forestry works are seasonal works, if these works are completed through department, then budget will be provided to the rest of the works.
21. The successful tenderer shall deposit the security deposit @ 5% amount in favour of Deputy Conservator of Forests, Research Ballari. The amount equivalent to the quotes in the tender below the sanctioned schedule amount before entering into agreement with the Deputy Conservator of Forests, Research Ballari and it shall be refunded to the tenderer after satisfactory completion of tendered work.
22. Contractor should take all precautionary measures to avoid any damage to the utilities, vegetation during excavation as well as utility shifting. To that extent the contractor should indemnify the department.
23. If the contractor quote below the estimated amount, the difference amount shall be deposit in favour of Deputy Conservator of Forests, Research Ballari.
24. Contractor should follow strictly the prevailing labour acts & rules and pay wages to the labourers as per law.
25. Each tender shall be accompanied by Income Tax, Service Tax and Sales Tax clearance certificate for the previous year 2023-24 obtained from the respective authorities.
26. The tenders shall abide by the rules & regulations of this department.
27. It should be clearly understood that the quantities shown in the schedule are approximate and/or liable to modifications or may vary. The tender rates of each and every items shall hold good for full duration of the contract irrespective of change in the designs or quantities or any increase in cost and materials, labour etc..
28. In case of dispute the decision of the next higher authority accepting the tender shall be final and binding.
29. The contractor and his workers are deemed to be subjected to Forest Acts and Rules for works to be executed in Forest areas.
30. No advance payment will be made but payments shall be made on bill or bills after completion of work and as preferred by the contractor through the concerned Range Forest Officers to this office after check measurements by the Assistant Conservator of Forests.
31. That the quantities and specifications shown in the schedule are approximate and are liable to modifications or alterations as may be found necessary and subject to availability of funds.
32. In the event of any failure on the part of the contractor to execute the work both of quality and quantity to the satisfaction of the Deputy Conservator of Forests, Research Ballari, shall be at liberty to make such alternative arrangements as necessary for the successful completion of the contract at the risk of the contractor and loss if any to the Government from such arrangements shall be recoverable from the contractor as arrears of land revenue and he shall not be entitled for the savings arising there from besides forfeiting from the security deposit furnished.
33. The locations for execution of works indicated in the notification may be changed depending upon the field conditions in the same range. The contractor should execute the works in the changed locations.
34. Compensation to workmen, the tenderer shall pay compensation (as per workmen compensation act in force) to the disabled worker under him for any injury or death caused or occurred during the execution of work, failing which the amount will be deducted from the bills and paid to the injured or the legal heirs of the deceased.
35. The successful tenderer should enter into the agreement within seven days from the date of award /approval of tender.
36. The tenderer should accept Departmental supply of polythene bags required for the work, if the earlier tenders called and approved by the Principal Chief Conservator of Forests, Bangalore as in force.

37. Contractor should carry out the work as per package of practice under the direction of concerned Range Forest Officer and Assistant Conservator of Forests. The work should be carried out without causing any damage to the existing trees or plants and in case of damage, the Contractor shall be held responsible and he will be liable to any legal action and penalty as decided by the Deputy Conservator of Forests.
38. In case of disputes the decision of the Deputy Conservator of Forests, Research Ballari is binding on the contractor and the subordinate officers. Any appeals on the orders of the Deputy Conservator of Forests, Research Ballari may be preferred with the Chief Conservator of Forests, Bellary circle, Bellary and the orders of the Additional Principal Chief Conservator of Forests, Research and Utilization Bangalore will be final.

**Deputy Conservator of Forests  
Research Ballari**



**SECTION IV  
CONTRACT DATA**

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

The Procurement Entity's authorized implementing officer is :

Name : R Santhosh Naik

Designation : Deputy Conservator of Forests, Research Ballari,

Address : Ballari-583102, Karnataka

Name of authorized Representative : Assistant Conservator of Forests,

Research, Ballari,

Ballari -583102, Karnataka

The name and identification number of the Contract is DCF/RES.Bly/BUD/Tender/CR-01/2026-27

The Works consist of Advance work [including raising of seedlings] during 2026-27

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 31-03-2027.

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

The Site Possession Date is : Immediately after award of contract.

The Site is located at Research Circle Ballari

The Defects Liability Period is 1 Year

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 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**

