

Kerala Forest Department

SECOND DRAFT

**GUIDELINES  
FOR  
IMPLEMENTATION OF FORESTRY WORKS IN KERALA  
FOREST DEPARTMENT UNDER CONTRACT SYSTEM**

**O/o THE ADDITIONAL PRINCIPAL CHIEF CONSERVATOR OF FORESTS (DEVELOPMENT)**

DRAFT GUIDELINES FOR REGISTRATION OF CONTRACTORS, TENDER CONDITIONS ETC. FOR  
IMPLEMENTING ALL FORESTRY WORKS EXCLUDING CIVIL WORKS.

## DRAFT PROPOSAL

### IMPLEMENTATION OF VARIOUS FORESTRY WORKS OF THE KERALA FOREST DEPARTMENT THROUGH CONTRACT SYSTEM

#### Introduction

Kerala Forest Department is undertaking various developmental activities such as raising of nursery, plantation operations, timber extraction works, biodiversity conservation measures and infrastructure development (civil works). The department has been executing most of these forestry operations excluding civil works through the convener system approved as per G.O. (Rt) No 118/89/Forest dated 22-12-1989. Shortages of labour coupled with steep hike in wage rates have adversely affected efficiency of the convener system which in turn has affected forestry operations to a great extent. This issue was discussed in a meeting of Senior Officers of the department chaired by the Hon'ble Minister for Forests, Sports & Cinema on 22-08-2011 and it was suggested that contract system in lieu of the convener system can be tried on an experimental basis. Even though Contract System is now followed in the department largely for civil works and working down timber, when it is applied to other forestry operations, the existing tender conditions and procedures need to be suitably amended. Therefore, suggestions from officers of the department were invited and a first draft of guidelines was put in the web portal of the department inviting further suggestions from the departmental officers and staff. Many have sent their suggestions. Also, a brainstorming session was organized at Forest Head Quarters on 23-11-2011. A second draft prepared on the basis of those suggestions is furnished below. Further modifications to this second draft may be send to the e mail id apccf-d @ forest.kerala.gov.in within two days.

# **Guidelines for the Contract/Tender System for implementation of various forestry operations in Kerala Forest Department.**

## **CHAPTER 1-GENERAL**

- 1.1. Any work of the department can be got executed through contract system. However, since there are already procedures in existence for tendering civil works and timber operations, these guidelines are meant for all forestry works other than civil works and timber operations.
- 1.2. The works to be executed through contract system will be tendered by the department. All government orders and rules regarding notification of tendered works will be applicable to forestry works also.
- 1.3. The contractors registered in the Kerala Forest Department alone can participate in the works tendered by the department. (See chapter 2 for guidelines for registration of contractors).
- 1.4. The annual Plan of Operations for the coming year have to be submitted to the Addl.PCCF(D) before 1st of January. It will be approved and intimated to the Officer in charge of Circle by the Addl.Principal Chief Conservator of Forests (Development) before 31 st January.
- 1.5. No work can be tendered without a sanctioned estimate.
- 1.6. Government Orders, Rules and Procedures applicable for the execution of works, measurements, payments under tender /contract system as amended from time to time shall be scrupulously followed.
- 1.7. Divisional Forest Officer shall either prepare a basic rate or a detailed estimate based on Forest Schedule of Rates clearly describing each scheduled item in detail as per the Circular no Plg2-183/04 dated 20-11-2004 of Principal Chief Conservator of Forests including the time limit fixed for executing each item. Provisions for 10% Contractors Profit and 5 % Overhead amount may also be provided in the estimate. The Scheduled Item wise description and time schedule for executing each item shall be incorporated in the tender notification. The Divisional Forest Officer may incorporate special items such as additional weeding to combat invasive weeds, solar power fencing to combat wildlife attack etc in the estimate as the site requires.

- 1.8. The Divisional Forest Officer if required may divide the treatment area in to smaller blocks (preferably 10 Ha each) for the convenience of execution of work and separate tender can be invited for each block.
- 1.9. Tenders should be submitted in two parts, ie. Part-I and Part-II as mentioned in Appendix 10 of this guideline. Part I tender is regarding the eligibility of the tenderer and Part II tender is the price bid of the tender. Part II of the only those tenderers whose Part I tenders has been accepted will be opened.
- 1.10. The rates of tender form, EMD and security deposit shall be the same as that in the Public Works Department of Kerala.
- 1.11. The delegation of powers for sanctioning tender excess will be as follows.
  - 1.11.1. Up to 10 % - Divisional Forest Officer.
  - 1.11.2. Above 10 % up to 35 %- Officer in charge of Circle.
  - 1.11.3. Tender excess above 35 %- Committee chaired by Officer in charge of the Region or PCCF (Wildlife) or PCCF (Social Forestry) as the case may be, with Officer in charge of Social Forestry Circle, Officer in charge of Territorial Circle, and Officer in charge of Wildlife Circle as its members and the meeting should have corum of minimum three members. Officer in charge of Circle concerned in which the work is intended to be taken up will be the convener of the tender committee.
- 1.12. The responsibility of satisfactorily executing the tendered work through proper supervision and timely corrective measures vests with the Range Officer and Staff in charge of the work.

## CHAPTER 2

### REGISTRATION OF CONTRACTORS

- 2.1. Only persons who have registered themselves as Contractors under these rules are entitled to submit tenders for carrying out forestry works in the department.
- 2.2. The validity of registration will be applicable to the whole state of Kerala.
- 2.3. For the purpose of registration, the Contractors will be classified into three separate categories on the basis of financial resources, professional experience and past record as follows:
  - 2.3.1. **'A' Category:** Those who are entitled to tender for works of and above 30 lakhs rupees.
  - 2.3.2. **'B' Category:** Those who are entitled to tender for works of and above 10 lakhs but below 30lakh rupees.
  - 2.3.3. **'C' Category:** Those who are entitled to fender for works below 10 lakhs rupees.
- 2.4. **Application for registration**
  - 2.4.1. The registering authority for A & B category will be the officer in charge of the Circle concerned and for C category the Divisional Forest Officer.
  - 2.4.2. The contractors who desire to register themselves should submit an application in the prescribed form [Appendix 1] to the registering authority within the specified time limit conforming to the conditions prescribed by the department.
  - 2.4.3. Application form can be obtained from the concerned circle office free of cost on request or downloaded from the official website of Kerala Forest Department.
  - 2.4.4. The intending contractors shall have sound financial capacity to execute contracts for a minimum value of Rs. 30 lakh in the case class "A", Rs.20 lakh in the case of Class "B" and Rs.10 lakh in the case of Class "C". Necessary documentary evidence in support of these financial capacities should be enclosed with the application.
  - 2.4.5. The applicants shall enclose necessary documentary evidence in support of their financial status including bank certificate/details of annual turnover for any one of the last 3 years, movable/immovable property, technical

knowhow and working experience. In case the applicant is a Partnership firm attested copies of Proprietorship/Partnership deed/ Memorandum and Articles of association including changes in the constitution for the last 3 years has to be enclosed along with the application.

2.4.6. The intending contractors shall preferably have 3 years experience in similar work with Government organizations or reputed private institutions. They shall produce relevant documents supporting past experience in forestry works from a Forest Officer, not below the rank of a Range Forest Officer. Application for registration as Contractors should be supported by documentary evidence/certificate in support of satisfactory and timely completion of the works so far executed. Contractors with previous experience in forestry works are preferred but department may consider other contractors also in suitable cases provided their experience in other similar contract works are satisfactory. However no documentary evidence in proof of experience has to be produced in the first three years of implementation of these contract conditions.

2.4.7. The application for registration as Contractor should be supported by a Solvency Certificate issued by the Revenue Department or treasury savings bank account/National Savings Certificate or a Bank guarantee by a bank approved by Government (scheduled bank) under the Bank Guarantee Scheme. The amount of solvency shall be as follows:-

2.4.7.1. 'A' Category: Rs.10 lakhs plus 10% of the amount by which the Contract value exceeds Rs.30 lakhs.

2.4.7.2. 'B' Category: Rs.7 lakhs

2.4.7.3. 'C' Category; Rs.3 lakhs

2.4.8. The applicants shall deposit the original title deeds or documents in support of the Solvency certificate with the registering authority during the period for which the registration is in force.

## **2.5. Scrutiny of the Application**

2.5.1. The registering authority will scrutinise all the applications for registration. The registering authority should satisfy himself as to the financial capacity of the applicant and also his ability to take up and carry out the works in a particular category. Registering authority if so needed can direct the

applicant to produce satisfactory evidence towards this. If registering authority is satisfied that the applicant can be registered as a contractor, the applicant will be intimated of the fact in Form II (Appendix 3) and asked to remit the registration fee at the following rates

2.5.1.1.1. 'A' Category: Rs.10000

2.5.1.1.2. 'B' Category: Rs.7500

2.5.1.1.3. 'C' Category: Rs.3000

2.5.2. The applicant will be registered as a contractor after remittance of this fee. The registration fee is not refundable. If for, any reason, the contractor is found not fit for being registered he will be intimated so.

## **2.6. Validity of registration**

2.6.1. The registering authority will publish the list of contractors registered in the Circle/Division.

2.6.2. The registering authority will intimate the fact of registration to all other Officers in charge of other Forest Circles in the State. Registration in any one circle in the state is valid for taking up forestry works all over Kerala.

2.6.3. A registration card in Form III [Appendix 4] will be issued to the contractor registered in the department under the seal and signature of the registering officer. This card should be referred to in all the tenders submitted by the contractor and be produced as and when called for by any officer of the Forest Department. If the original registration Card is lost the authority competent to issue the original registration card, may on request made by the Contractor in writing and after enquiring the bonafides and after obtaining an indemnity bond executed by the contractor on a non-judicial stamp paper worth Rs.100, issue a duplicate registration card after levying a fine of Rs.100 from the contractor.

## **2.7. Appeal against rejection of Application**

2.7.1. If any application for registration is rejected, the registering authority should record in writing his reasons for the same.

2.7.2. An appeal on the rejection for registration will lie before the Officer in charge of the region. In the case of Wildlife and Social Forestry Circles the appellate authority will be the respective Principal Chief Conservators of Forests. The appeal shall be preferred within one month from the date of

order of rejecting the application. The decision of the appellate authority shall be final. There shall be no second appeal.

## **2.8. Renewal of Registration**

- 2.8.1. The registration issued is valid only for one financial year. Registration cards are to be renewed every year. Applications for renewal are to be submitted in Form no IV [Appendix 5] along with Treasury savings bank account/National Savings Certificate or Bank Guarantee/Solvency Certificate and an up to date income tax clearance certificate before 1st April every year. Application may, however, be received up to 31 st April, after realizing a fine of Rs.100.
- 2.8.2. The registering authority can renew the registration or refuse it at his discretion following the procedure for registration as laid down Para 2.5.1. He may refuse the renewal on the following reasons.
  - 2.8.2.1. Not being satisfied of the financial stability of the applicant
  - 2.8.2.2. Failure to execute a previous contract satisfactorily.
  - 2.8.2.3. Poor quality of works already executed, or
  - 2.8.2.4. Any other reason which, in the opinion of the registering authority makes the applicant unsuitable for such registration.
- 2.8.3. A non-refundable fee of Rs. 1000 or such amount as prescribed by the Government is payable for renewal of registration. Such renewal fee should be remitted after receiving intimation for the same in Form V[Appendix6].
- 2.8.4. A contractor who fails to get his registration renewed for any year can only apply afresh the next year for registration as a new contractor.
- 2.8.5. The registering authority shall, before 31<sup>st</sup> March issue the renewal card in Form VI [Appendix 7] or intimate the fact of having refused the request for renewal.
- 2.8.6. Each registering authority shall maintain a register in Form VII [Appendix 8]. The reasons for refusal should be clearly specified in the register.



## CHAPTER 3

### CONDITIONS GOVERNING THE FUNCTIONING OF CONTRACTORS

- 3.1. The rule for registration of contractors in the Kerala Forest Department, appended and published in G.O (MS).--/--/Forest dated --/--/---- shall form part of the conditions governing the registration.
- 3.2. **Demotion to Lower Class-** The Registering Authority may, by order demote a contractor to a lower class if he:-
  - 3.2.1. fails to execute a contract or executes it unsatisfactorily, or;
  - 3.2.2. has no adequate equipment, technical personnel or financial resources,  
or
  - 3.2.3. violates any important conditions of contract; or
  - 3.2.4. is responsible for any other matter which would justify his demotion to a lower class taking in to account the merits of the case.
- 3.3. **Suspension of business.**-Suspension of business may be ordered for an indefinite period, when pending full enquiry in to the allegations, the competent authority is of the view that it is not desirable that business with the contractor should continue. Such an order may be passed if the competent authority is prima facie of the view that the contractor is guilty of an offence involving moral turpitude in relation to business dealings which if established, would result in his removal/blacklisting.
- 3.4. **Removal from the approved list-** The registering Authority may remove the name of a contractor from the approved list if the contractor:
  - 3.4.1. Fails to execute a contract or execute it unsatisfactorily; or
  - 3.4.2. has no adequate equipment, technical personnel or financial resources  
or
  - 3.4.3. violates any important condition of contract; or
  - 3.4.4. fails to furnish the required income tax clearance certificate: or
  - 3.4.5. fails to abide by the conditions of Registration or is found to have given false particulars at the time of registration, or
  - 3.4.6. is declared or is in the process of being declared bankrupt insolvent, wound up, dissolved or partitioned; or
  - 3.4.7. persistently violates the provisions of Labour regulations and Rules:

**3.5. Blacklisting:**-A contractor may be blacklisted for the following reasons:

- 3.5.1. Where there is sufficient and strong justification for believing that the contractor or his employee. has been guilty of malpractices such as bribery corruption, fraud including substitution of or interpolation in tenders, pilfering or unauthorized use or disposal of Government materials issued for specific work, etc. or
- 3.5.2. Where the contractor contumaciously refused to pay Government dues without sufficient reasons and where the Registering Authority is satisfied that no reasonable dispute attracting reference to arbitration, or Court of law exists for the contractor's action; or
- 3.5.3. Where a contractor or his partner or his agent is been convicted by a Court of law for offences involving moral turpitude in relation to business dealings; or
- 3.5.4. Where security considerations including suspected disloyalty to the State or warrant; or
- 3.5.5. Where a contractor or his partner or his agent is found to have abetted or induced public servants to indulge in corrupt practices.

**A show cause notice should be issued before inflicting the punishment of blacklisting.**

- 3.6. **Restoration:**-The question of upgrading a (demoted) contractor lifting the ban on business, restoring the registration, withdrawal of blacklisting etc. may be considered at appropriate time on the merits of each case by the authority who passed the original order. Copies of orders revoking blacklisting orders shall also be furnished to the Government in the concerned Administration Department.
- 3.7. **Applications from debarred contractors:** Applications from contractors debarred/blacklisted by Kerala Forest Department or any other Government Department shall not be entertained. In case at a later stage it is known that the enlisted contractor is debarred by any other Government Department he/she shall be removed from the list without any notice.
- 3.8. **Previous performance of applicant:** In the case of enlisted contractors of Kerala Forest Department their performance in execution of contracts awarded during the last 3 years will also be taken into account for fresh enlistment.

- 3.9. **Evaluation of Performance:** After 31st March of every year the department will review the performance of the contractors in the work/works awarded to them based on the recommendation of the Divisional Forest Officer or an officer of equal rank of Kerala Forest Department and will make appropriate changes in the class of enlistment including up gradation/degradation/de listing. For this purpose, the overall performance of the contractor with regard to the works executed under various divisions during the working season will be taken into account. If the performance of the contractor is satisfactory in a particular field/area and not satisfactory in another area both the cases will be taken into account while re-classifying. Mere execution of the work/works awarded to the contractor alone will not be considered for up gradation/ retention. The overall quality of all works executed in different areas will be the basis for re-classification.
- 3.10. **Up gradation:** Contractors who had completed all the work(s) awarded to him satisfactorily as per the terms and conditions of the contract within the original contract period only will be considered for retention/up gradation to the next higher grade on his specific written request and based on the recommendation of the officers concerned of Kerala Forest Department. A registered contractor can apply for up grading his existing class of registration or adding his name in new categories at any time during his empanelment period. But such requests will be considered only at the time of up-dating the contractor list.
- 3.11. **Enclosures with the Application:** Applicants should ensure that all required documents are enclosed with the application.
- 3.12. **Late applications:** Application submitted after the due date may be considered while upgrading the contractor list.
- 3.13. Kerala Forest Department may also go for pre-qualifying the registered contractor under any category, in case the jobs specified is of critical nature.
- 3.14. Registration of a contractor does not grant any right for issue of tender or award of work by the department.
- 3.15. The department reserves the right to cancel the entire list at any time without assigning any reasons thereof.
- 3.16. In the case of existing contractors of Kerala Forest Department, their performance during the current registration period will also be considered while fixing their class of registration.

3.17. Department reserves the right to enhance the quantity in all categories up to 10% more than the eligibility quantity at its discretion.

3.18. If a contractor who has been awarded the full quantum of work as per his eligibility, completes 70% of the work before February end, his eligibility for participating in further tenders, during the working season will be assessed based on his performance in the field as certified by the Officer in Charge. The contractor will be eligible to get awarded a quantity not exceeding 50% of the already completed quantum of work.

## CHAPTER 4

### TENDER CONDITIONS FOR FORESTRY WORKS

- 4.1. Tender forms (Appendix 10) and other details (Not transferable) can be obtained from Divisional Forest Office on payment of cash or by Demand Draft drawn in favour of DFO payable on any Scheduled/Nationalized Bank. The application form can also be downloaded from the official website of Kerala Forest Department and if the forms are downloaded from the website the cost of tender documents should be attached as DD as mentioned above, along with Part I Tender. The cost of tender forms (by DD) once paid is not refundable on any account, nor will the amount be adjusted towards cost of any other tender forms.
- 4.2. The tender form shall be used only by the person in whose name it is issued and for the work specified in the Schedule attached to the tender form.
- 4.3. Before submitting the tender, the tenderer is expected to study and scrutinise all the conditions in the agreement to be executed, the draft of which can be had for perusal at the Divisional Forest Office on any working day during office hours. They are also requested to study the detailed tender conditions attached to the tender document. No plea of ignorance of the agreement conditions or no complaint regarding the said conditions received after putting in the tender will be entertained.
- 4.4. Before submitting the tender the tenderer shall visit the area of work to study all the field conditions and nature of work and quote his rate accordingly. No enhancement in rate due to any reason will be entertained thereafter.
- 4.5. Separate tenders should be submitted for each tendered area. The Kerala Forest Department reserves the right to award the work limiting the quantity as per the class of registration.
- 4.6. The tenderer shall quote in the appropriate column in the tender a firm rate for each item of work / per Ha cost of plantation/ cost per seedling raised as in the Schedule both in figures as well as in words. In case the tenderer has quoted different rates and amount, or has worked out a different amount for any item of work, or has quoted yet a different grand total amount for the whole items of

work than the actual total of all items, lowest of all the above will be considered valid and binding on the tenderer ignoring all the others. In the case of the tenderer quoting different total amount in words and figures also, lower of the same only be considered valid and shall be binding on him/her. If the Kerala Forest Department feels that the total amount quoted or item wise rate of any of the items quoted is unworkable due to variance to the lower side to an abnormal level with the Kerala Forest Department's estimated rates, the tenderer may be required to furnish satisfactory explanation on the above respect. In such an event, the Kerala Forest Department has the option to collect a Special/Extra Security Deposit to the tune of 10% of the quoted amount subject to a maximum of Rs.30,000/- (Rupees Thirty Thousand Only) from the tenderer before issuance of Confirmation Orders. If the explanation furnished is not found satisfactory or no explanation is furnished, the Kerala Forest Department has the right to deny the offer of work to the tenderer even though he/she is the lowest.

- 4.8. The tenderer shall submit the filled up tender form together with all the pages intact in a sealed cover addressed to "The Divisional Forest Officer, -----Division" and superscribed "Tender for[Name of work] ----- in----- Range" so as to reach him in his office at --- before----- a.m. /p.m. on ..... 20. . . . If the date fixed for acceptance of tender happens to be a holiday the tenders will be accepted on the next working day at the same hour.
- 4.9. Tender received after the specified date and time or received without the requisite enclosures or tenders not written up in proper order or form will not be honoured.
- 4.10. Each tender shall be accompanied by a demand draft of an approved bank for Rs ..... (Rupees .....) in favour of the Divisional Forest Officer,..... Division, or the said sum in each as Earnest Money Deposit for the work.
- 4.11. All the corrections in the tender form shall be initialed by the tenderer himself.
- 4.12. Part I of the tenders received in due time will be opened by the Divisional Forest Officer or his deputy at his office at ....a.m./p.m. on ..... in the presence of such of the tenderers present on that occasion.

- 4.13. Part-II tenders (price bid) of the tenderers whose Part-I tenders have been accepted only will be opened on the day to be declared subsequently. The time and place of opening of the Part II tenders will be announced immediately on the acceptance of the Part I tender.
- 4.14. The lowest tender will ordinarily be accepted, but the authority competent to accept the tender reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.
- 4.15. No tenderer will be permitted to withdraw his offer within three months from the date of opening of the tender.
- 4.16. The tenderer whose tender is accepted will be informed regarding acceptance of his tender by a Confirmation Order issued by registered letter bearing the address mentioned in the tender. The successful tenderer within ten days of issue of confirmation of his tender shall have to execute an agreement in the prescribed form [Appendix 12] on a proper non-judicial stamp paper (worth Rs.100/-) to be supplied by him at his cost failing which the acceptance of his tender shall be considered as withdrawn and the EMD submitted by the tenderer shall stand forfeited to the Kerala Forest Department. A further period up to 10 days shall be allowed by the Divisional Forest Officer for signing agreement subject to realisation of a fine of Rs. 100 per day.
- 4.17. The successful tenderer while signing the agreement as in 4.16 above shall furnish a security deposit valid for 6 years from the date of confirmation order in the form of DD for an amount equal to 10 per cent of the total PAC, limited to a maximum of Rs. 20,000. No interest will be allowed for the security deposit with the department. The security deposit will be released only after the successful completion of the contract work and after producing the Non Liability Certificate from the concerned officers.
- 4.18. The successful tenderer also shall Produce a solvency certificate for Rs/... in the form [Appendix 15] from a Tahsildar or Deputy Registrar of Co-operative Societies as the, case may be or Treasury Savings Account/ National savings Certificate/ Bank Guarantee. If the solvency certificate is not produced ten per cent of the part bill will be withheld till the closure of the contract or production of solvency

certificate. The solvency certificate should cover the total contract value or Rs..... whichever is less.

- 4.19. At the time of execution of the agreement the contractor should remit an additional amount of 5% of the PAC subject to a maximum of Rs.30,000/- (Rupees Thirty Thousand Only) by Demand Draft drawn in favour of DFO. The additional amount along with EMD will form part of the Security Deposit. The Security Deposit will be deducted from the running bills of the contractor at the rate of 10% of the gross amount of the bill. The total amount of retention together with Security Deposit will be limited to 10% of the contract.
- 4.20. Failure to remit the security deposit and to execute the agreement within the prescribed time specified in condition No.3.18 above will entail the cancellation of the tender by the Divisional Forest Officer and forfeiture of the earnest money deposit and security deposit, if any to Government and execution of the work through any other method (including through the next higher tenderer) at the risk and cost of the defaulting tenderer. The loss, if any, to the Government consequent to the default if not paid by the defaulter within a reasonable time specified by the Divisional Forest Officer shall be treated as public revenue to be recovered from the defaulter under the provisions of the Revenue recovery Act or by any other legal means. The defaulter however will not be entitled for gain, if any.
- 4.21. The successful tenderer shall give an undertaking at the time of execution of agreement that he shall not sell, mortgage or otherwise alienate the properties covered by the solvency certificate during the currency of the contract.
- 4.22. The post-offers and representations sent, after receipt of the tender in respect of work shall at no account be considered.
- 4.23. The Earnest Money Deposit of the unsuccessful tenderers will be returned as soon as possible after the tenders are finalized.
- 4.24. The quantities of work shown in the schedule are approximate and it may vary on actual execution of work.
- 4.25. The area shown in the tender form/tender schedule is purely approximate. The actual extent of the contract area may vary to any extent as per the final survey report, which will be binding on the successful tenderer.



4.26. It shall be open to the Divisional Forest Officer to cancel/reduce the quantity of work to be executed in the attached schedule based on site conditions in each year and the Divisional Forest Officer's decision will be binding on the successful tenderer. If any additional item/s of work which is not included in the schedule is required to be carried out in the contract area during the course of contract period, the successful tenderer is bound to execute that work for which payment will be made at the Kerala Forest Department's estimated rate plus or minus the tender difference of the contract.

4.27. Kerala Forest Department reserves the right to invite tender and award the contract to any person other than the registered contractors, if the tender offered by him/them is not feasible according to the Kerala Forest Department.

## CHAPTER 5

### AGREEMENT CONDITIONS FOR FORESTRY WORKS

- 5.1. The successful tenderer herein after referred as the "contractor" shall take over the area after executing the agreement in the prescribed form [Appendix ..] from the Officer-In-Charge on the date specified in the confirmation order after verifying the boundaries and the stock by giving a receipt and signing on the sketch of the area and should commence the work on the date as specified in the confirmation Order. He/She should complete all works as per the prescribed time schedule and the specifications in the schedule of items of work shown in Part-II tender and directions given by the officers of the Kerala Forest Department from time to time.
- 5.2. The period of contract shall be as in the Tender Schedule. The Kerala Forest Department may also short close the period of contract in case the area is taken over by the Government or the department is not able to continue with the works to be executed in the area due to reasons beyond the department's control.
- 5.3. The Contractor shall not enter or send his employees into the working area mentioned in the Schedule without previously obtaining a license for the purpose granted by the Divisional Forest Officer .....  
.. Division. He shall be supplied with a surveyed map of the working area, the boundaries of which have been cleared and demarcated previously. The contractor shall lay the survey stones in the survey points peg marked by the department in the presence of a forest officer not below the rank of a Forest Guard. He shall keep the boundaries of this area well cleared to a width of 6 feet and shall keep all the cairns if any along the boundaries in tact throughout the currency of the contract. If any stone/cairn is lost/damaged the contractor shall replace the same with similar stone/ cairn in the right position at his/her cost within 7 days of such damage/loss. If the stone/ cairn is damaged due to the contractor's fault, an amount of Rs.1,000/- (Rupees One Thousand Only) per stone/ cairn or actual loss sustained as assessed by the Kerala Forest

Department, whichever is higher, shall be recovered from the contractor as penalty.

- 5.4. If the contractor or his workmen require any place for putting up sheds for their accommodation, the Range Officer shall allot sufficient space outside the contract area. The contractor and his men shall use only such approved sites for putting up sheds and collecting and storing of implements and other materials used for the work.
- 5.5. The contractor, his agents and other employees working in the contract area shall carry out all orders issued by the Divisional Forest Officer and the Range Officer in connection with this contract work.
- 5.6. The contractor shall not sublet the work to any other agent or agents under any circumstances without the approval of the competent authority.
- 5.7. The contractor binds himself to act during the period of contract in accordance with the provisions of the Forest Act and Rules framed thereunder.
- 5.8. The contractor, his authorised agents and other employees engaged by him in the contract area shall be bound to render such assistance as may be required of them by any Forest Officer of and above the rank of a Forest Guard in putting out fires and in preventing the commission of any Forest Offence or its detection within the beat in which the contract area is situated.
- 5.9. If any illicit fellings or any other offence under Kerala Forest Act, Wildlife Protection Act and all related Acts and Rules there under as modified from time to time, are noticed within the contract area, the contractor shall be held responsible for the same and shall pay such penalty as may be imposed by the Divisional Forest Officer in addition to such penalty prescribed in condition 5.51 of this agreement and shall also be liable for prosecution under the Forest Act and Rules thereof.
- 5.10. The contractor shall furnish to the said Divisional Forest Officer a list showing the name and address along with specimen signature and Electoral ID Card/other valid ID proof issued by the Government/Statutory authority in respect of the Agent/Sub agent/Authorized representative and other employees intended to be employed by the contractor for supervision of the work in the contract area and no person not approved by the Divisional Forest Officer, shall be employed by the

contractor for the said work. Whenever the Divisional Forest Officer orders the removal of any of the contractor's employees from the contract area, the contractor shall immediately carry out the orders. The contractor shall not engage for this contract any person, already engaged by the department for any other work.

- 5.11. The contractor shall furnish to his agents and other employees a written authority for entering and working in the contract area and this authority shall be produced for inspection by any Forest Officer not below the rank of a Forest Guard. The contractor shall be deemed responsible for all cases of commission and omission not only of himself, but also of his agents and all other employees engaged by him. If the contractor/authorized representative are not available in the contract area continuously for 7 days without genuine reasons, the contract is liable to be cancelled and the work will be undertaken by the department or got done otherwise at the risk and cost of the contractor.
- 5.12. The contractor should have no relationship to any Government servant who is in charge of the work or who has any direct control over the work. Relationship in this case will mean father, mother, son, daughter, brother, sister, direct uncle, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law and first cousin of the officer concerned.
- 5.13. If it is found at any time during or after the period of the contract that the contractor has violated condition 5.12 above, during the period of the contract the contract shall be liable to be cancelled and the security deposit forfeited to Government and the loss caused to the Government, by the cancellation of the contract shall be made good by the contractor.
- 5.14. Contractor should employ or engage his own workmen and should strictly abide by all requirements under the Labour Legislation in force from time to time including the payment of Wages Act, the minimum Wages Act, Industrial Disputes Act, Employees' Provident Fund Act, Workmen's Compensation Act, the Contract Labour (Regulation and Abolition) Act etc. If the Kerala Forest Department incurs any liability in respect of any person employed or engaged by contractor, contractor shall indemnify and keep harmless the Kerala Forest Department to the extent of such liability incurred by the Kerala Forest Department. Contractor shall

- notify to the Kerala Forest Department the names and other particulars of the employees engaged by him for the purpose of the said contract work.
- 5.15. The contractor will give preference to tribals if any residing in the locality for the tendered works.
- 5.16. The contractor can execute works through mechanization provided he should clearly quote the rates for such works while submitting the tender and execute such mechanized works without affecting the biodiversity of the forest area.
- 5.17. The work should be carried out as per the specifications in the schedule of items of work shown in Part-II tender and directions given by the authorized personnel of the Kerala Forest Department from time to time. The time schedule of different items of work as instructed by the Kerala Forest Department officials should be strictly adhered to.
- 5.18. Contractor should apply and obtain the License prescribed under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under within one month of the award of the contract, provided the contractor employs more than 20 workers on any day. Failure to do so will attract penalty and an amount equivalent to the fees for license and the Security Deposit to be deposited as per Rule 24 of the Kerala Contract Labour (Regulation and Abolition) Rules 1974 and the same will be recovered from contractor's bills without any notice.
- 5.19. The contractor shall be fully responsible for the omissions and commissions of the labourers engaged by him in connection with the execution of the work and will abide by all the labour regulations in force. The Kerala Forest Department will not undertake any responsibility of the labourers engaged by the contractor.
- 5.20. Contractor should comply with the provisions of Employees State Insurance Act and Employees Provident Fund and Miscellaneous Provisions Act. The name and other details of employees engaged by the contractor should be intimated to the Kerala Forest Department.
- 5.21. The contractor shall have no claim for compensation for any loss he may incur on account of being prevented or obstructed by any land owner or other persons on plea of right of ownership or on right of possession or right of enjoyment or otherwise from planting operation.

- 5.22. The contractor shall clear fell all growth in the area flush with the ground and uproot all grass in the entire area, before the end of ..... After the debris is dried properly, he shall burn the area carefully not allowing the fire to escape into the neighbouring forest. All unburnt debris shall be collected, heaped and re-burnt. This burning process shall be completed before the 15th of .... In case it is not possible to heap and re-burn weeded debris due to rain etc., the same should be removed to nallahs, rocky areas etc., which are unsuitable for planting in order to facilitate aligning and staking. The rates for heaping and re-burning only will be payable to the contractor in such circumstances. No additional amounts will be paid due to the extra work if any involved in debris removal. [Applicable to plantation contracts only].
- 5.23. When the area is properly burned the contractor shall start aligning and staking along the contours at an espacement of . . . . . before the end of .....
- 5.24. Burning will not be permitted inside the area after the alignment and staking works are done.
- 5.25. The contractor shall also construct foot-paths in the area to a width of 4 feet along the alignment prescribed by the department, before the end of .. ... The foot-paths shall be properly maintained throughout the period by the contractor. He shall build up and maintain contour bunds wherever required to prevent erosion of soil.
- 5.26. All preliminary works up to covering pits should be completed before the date prescribed in the Schedule with the tender form or as directed by authorized Officers of the Kerala Forest Department. [Applicable to Planting contracts only].
- 5.27. The planting shall be done only under the supervision of departmental officers and as directed by them.
- 5.28. The casualties in plants should be replaced during the month of .... or at such time as required by the Range Officer.
- 5.29. The contractor shall be responsible for the proper tending and maintenance of the forest species planted in the area throughout the period of the contract and he shall replant all casualties, If the casualties at the end of the first year exceed ten per cent of the total number, the contract is liable to be cancelled and the security amount forfeited to Government. But if the Officer in charge of the Circle

is convinced that the failure is caused due to circumstances beyond the control of the contractor, the officer in charge of the Circle may exempt the contractor from the above.

5.30. In the case of nursery and plantation work the contractor should protect the nursery stock/seedlings from all sorts of damages including damages from pest/disease/fire, human and animal disturbances etc. Spraying and other protective measures are to be adopted as per directions/requirement.

5.31. In the case of Kerala Forest Department providing root trainer seedlings for planting, contractor has to take utmost care while transporting them from nursery to the planting site. The plantlets are to be handled with care while loading & unloading and overcrowding should be avoided while transporting. Proper supportive framework should be provided to the trucks transporting the plantlets. The responsibility for safety and protection of the plantlets handed over to contractor from the nursery vest with the contractor. The plantlets should not be lost/damaged/grazed by cattle during transportation or while kept/handled in the planting site. If any plantlet exceeding 2% of the plantlets transported is lost/damaged/grazed by cattle either during transportation or while kept/handled in the field, the actual cost of the seedling plus the penalty fixed by Divisional Forest Officer and the cost of transportation for such plantlets lost/damaged/grazed will be deducted from the contractor's bill.

5.32. Immediately after removing the root trainer plantlets, the root trainers with stand should be collected from the plantation site, stored in a central place and transported to the nursery from where the same were transported. All the root trainers with stand issued to the contractor should be returned to KFD without any damage. In case of any loss/damage, a suitable penalty not less than the cost of root trainers and stands shall be deducted from the contractor's bill.

5.33. Permission for using the private roads etc. if required for transportation of the seedlings from the nursery to planting sites should be obtained from the concerned parties by the contractor and any amount payable on account of the same will be borne by the contractor.

5.34. In the case of 2nd year and above plantations, the contractor shall be responsible for maintaining all the seedlings/trees grown in the plantations intact.

For reduction of stock due to reasons other than natural calamities, or illicit, an amount of Rs.100/- per each plant/tree of age less than 4 years and Rs.200/- per tree of age 4 years and above, will be recovered from the contractors bills/Security Deposit. If the contractor fails to control the illicit felling, the contract will be liable to be terminated with 3 days notice and alternative arrangements will be made at the contractor's risk and cost. In addition to the above, legal action will also be taken against the contractor.

5.35. The entire planted area should always be kept well weeded at the required intervals as specified in the schedule in the tender notification. If all weeds are not cut flush to the ground and/or if vines/climbers are not cut properly flush to the ground without damaging the trees/plants in the entire area, no payment will be made for the weeding carried out unsatisfactorily. The plantation area should be free of weeds throughout contract period. The height of weeds in the plantation shall not be more than 10 inch at any time. All the platforms around the seedlings should be scraped free of weeds throughout the contract period.

5.36. All weeds and debris collected after the planting shall be laid in line along the contours in the open space between the forest species planted there, so as to prevent soil erosion. While doing weeding or soil-working, the roots of the forest species planted shall, on no account, be cut or otherwise disturbed.

5.37. The contractor shall be responsible for maintaining the full stock of seedlings/plantlets planted. However the growing stock should not be less than 90% at the end of 1st year. For reduction of stock due to reasons attributable to the contractor, suitable deduction will be made from the bills of the contractor at the discretion of the Kerala Forest Department. The DFO should clearly indicate the height of the seedlings to be attained at the end of each year considering the site conditions as well as the species to be planted while notifying the tender.

5.38. The area should be protected from forest fire, encroachment, human and animal disturbances etc by the contractor He shall prevent the fire spreading outside the area into the adjoining forest or plantations. If any forest fire is noticed in the plantation or surrounding area, it should be extinguished immediately with the help of watchers/other local labourers. The contractor/authorised agent shall intimate the fire incident to Divisional/Range Office or officers of Kerala Forest



Department by any means of communication within the shortest possible time after making necessary arrangements for fire fighting. The contractor and his agents are bound to render every help to the Department in extinguishing fire if it breaks out in the neighbourhood of the contract area. If the fire incidence is due to any negligence or lapses on the part of the contractor, the loss sustained to the Department on account of fire will be assessed and the same will be recovered from the contractor.

5.39. Fire tracing (both external and internal) in the contract area should be completed on or before 31st December unless otherwise specified by the Kerala Forest Department in writing. If the contractor fails to complete fire tracing within the time allowed, the Department may carry out the work through any other methods being practiced in the department which will be at risk and cost of the contractor. The contractor shall maintain the fire lines during the fire season i.e. from 1st December to 31st May each year.

5.40. The department will supply all fertilizer/organic manure to the contractor with recommendations for applying the same. The contractor shall apply the fertilizer in the presence of a forest officer not below the rank of a forest guard. He shall maintain a stock register for the fertilizer supplied and produce it as and when requested.

5.41. The contractor or authorised representative shall be present at the site at the time of taking measurements and recording in Measurement book and shall sign the same after getting satisfied by him/her that the entries made are correct and the date of signing also shall be entered. If the contractor/authorized representative is not present at the site purposefully at the time of taking/recording the measurements, the measurements so recorded in the Measurement book shall be binding on the contractor and no complaint in this regard shall be entertained. Measurement includes stock assessment by doing stock mapping for which the Contractor shall render assistance by engaging necessary labour as required by the Officers authorized for making such assessment, or else the labourers needed for stock assessment will be engaged departmentally by incurring expenditure based on sanctioned estimates which will be recouped from the Contractor.

5.42. Payment in respect of the work shall be released through crossed cheques only.

In making payments rounding of amounts shall be done in accordance with the account rules in force. The part payment for each item of work shall be made periodically at the discretion of the Kerala Forest Department based on the quality and quantity of work done and amount involved, if the part of work completed so far is satisfactory. The bills shall be raised on the request of the contractor. While indenting to raise bills for the completed items of work, the contractor shall submit a request to the concerned officer stating the items and quantities of work completed along with a declaration regarding labour payment made. If required, the contractor shall also produce documentary proof like receipt of payment obtained from labourers. 10 % amount of each part bill will be withheld as retention amount which will be released after the complete execution of the works assigned to him as per the agreement and the liability if any, in respect of this contract is settled.

5.43. All statutory deductions like Income Tax or any tax stipulated by Government as notified from time to time will also be deducted from the bills without any notice to the contractor.

5.44. The contractor shall produce valid clearance certificate of Sales tax, Income-tax and Agricultural Income-tax to the satisfaction of the Divisional Forest Officer before the final payment is made to him.

5.45. In case the work is not satisfactory payments/bills either part or in full will be retained until satisfactory completion of the work.

5.46. If in the course of working, it is found, by the Divisional Forest Officer that the progress of work is not satisfactory or any of the works specified in this agreement are not completed or left undone within the stipulated time, the agreement shall be subject to cancellation after fifteen days written notice issued by the Divisional Forest Officer and such of the works will be undertaken by the department or got done otherwise at the risk and cost contractor. But the contractor shall not be entitled to any profit the department may derive in this arrangement.

5.47. In case the work is abandoned mid way, all the bills due to the contractor will be impounded and EMD as well as Security Deposit will be forfeited. The Kerala Forest Department will make necessary arrangements to carry out balance work at the

risk and cost of the contractor. The department will proceed with retendering process and all emergency works in between the retendering and finalization of retender will be executed departmentally through any of the methods practiced in the department at the risk and cost of the contractor and all the expenditure incurred for executing such works shall be recovered from the contractor.

5.48. Transportation of goods should be done in a safe and controlled manner, displaying the safety data sheets wherever applicable.

5.49. Any equipment/article issued to the contractor should be under the safe custody of the contractor and he will be responsible for any loss or damage of these items. The contractor is liable to make good the loss due to damages caused to the above articles of the Kerala Forest Department. As and when the use of any of the items is not required that item should be returned to the concerned officer of the Kerala Forest Department from where the item was taken by the contractor.

5.50. Notwithstanding anything herein contained, if the contractor violates any condition of this agreement or the conditions of the tender attached to this agreement or the conditions in the confirmation order for which no penalty has been expressly provided in this agreement or violates any provision of the Forest Act, Wildlife Protection Act and Acts and Rules framed there under the Divisional Forest Officer may inflict any punishment which he thinks suitable for the violation so caused, the maximum punishment for which may amount to cancellation of the agreement and the forfeiture of the security deposit and part bill dues besides making him liable for all loss which the Government may sustain in consequence of the cancellation of the contract.

5.51. No extension of the period of the contract shall ordinarily be granted. But if, however, the delay in completing the work in the contract area within the period specified, in the schedule attached is due to circumstances beyond the control of the contractor extension of time may be granted by the Divisional Forest Officer/Officer in charge of Circle/ Officer in charge Region for one/three/six months respectively. The extension will be granted under the following conditions:

5.51.1. The contractor will be allowed to enjoy the extensions granted only after writing up a mahazar fixing the exact percentage of casualties and the present average height of the existing plants.

- 5.51.2. The licensee should remit an additional security of Rs..... as fixed by the tender committee for the performance of the additional departmental works.
- 5.51.3. The contractor should hand back the area at the end of the extension period fully stocked and with the plants in excellent height growth.
- 5.52. On the expiry of the period of the contract, all rights of the contractor shall cease absolutely and he shall not be allowed entry into the contract area for any purpose whatsoever. If the contractor or any of his men is found in the area after the expiry of the contract he shall be liable to be send out summarily and shall also be liable for prosecution.
- 5.53. If any amount becomes due to any workmen' or mazdoor engaged by the contractor as per Workmen's Compensation Act or as per provisions of labour or other similar laws, such amounts shall be paid by the contractor. Failure to do so will be considered as a breach of the terms and coditions of this agreement.
- 5.54. On expiry of the contract all items of money found due to the Government under this contract or in respect of any other contract entered into by the contractor with the Government if not paid within the time specified by the Divisional Forest Officer shall be recovered from the security deposit of this contract or any other contract entered into by the contractor with the Government and from the part bills, if any, due to the contractor and shall also be recovered from the assets movable and immovable of the contractor, as if such sums are arrears of land revenue under the provisions of the Revenue Recovery Act for the time being in force and in such other manner as the Government may deem fit.
- 5.55. The security deposit or any portion of it as may be available at the expiry of the contract period- after settlement of the contractor's liabilities will be refunded to him within a reasonable time from date of termination of the contract period. All sums found due to Government from the contractor under or by virtue of this agreement shall be recovered from him either by deduction from the part bill dues or by adjustment from the security deposit or in cash. If the entire dues to Government are not fully recoverable in the above manner, such of the dues as remain unrecovered shall be recovered under the provisions of Revenue

Recovery Act for the time being in force by attachment and sale of his assets, movable and immovable.

5.56. The Divisional Forest Officers may add such other special conditions as would be deemed required considering the nature of circumstances of the work.

5.57. If the contractor violates all or any of the conditions laid down in this agreement or Confirmation Order or Tender, the contract is liable to be cancelled and the Security Deposit forfeited apart from getting the work done at the risk and cost of the contractor.

5.58. In case of any dispute arising between the Divisional Forest Officer, and the contractor on any matter arising out of this contract other than one as to which the decision of the Divisional Forest Officer is final the contractor may, within two months of the date of the order of the Divisional Forest Officer appeal to the Conservator of Forests whose decision thereon shall be final and legally binding on the contractor.

Appendix 1

**FORM-I**

**APPLICATION FOR REGISTRATION AS CONTRACTOR FOR FORESTRY WORKS**

[Fill all columns. If any question is not applicable write 'NA' against that question]

1. Name of the applicant (in block letters):
2. Full Address with contact telephone number:
3. Officer to whom application is made:
4. In the case of individuals, who are partners of Regd. Firms or in the case of firms of contractors, the following details should be furnished.
  - (i) Whether the firm is a private/public limited Concern or un-divided Hindu Family individual or a regd. partnership firm (attested copies of Deeds, Articles of Association should be enclosed).
  - (ii) Names of partners with their liabilities.
  - (iii) Name of person holding power of attorney.
  - (iv) Place of business
5. Category to which registration is sought. (✓ appropriate box) A B C
6. Details of financial capacity: (✓ appropriate box)  
 solvency certificate  Bank guarantee  
 National Savings Certificate  Treasury Savings Bank account
7. Particulars of experience or works labour command, equipment and other facilities on hand and technical assistance available etc.
8.  
State whether he is registered contractor in any other office in the Forest department.  
(✓ appropriate box) Yes No If Yes which office /Registration Number
9. State whether the applicant was penalised in connection with any contract with Government, if so give details
10. State whether any of his previous applications for registration in any of the Offices in Kerala Forest Department has been rejected.  
(✓ appropriate box) Yes No If Yes which office:
11. State whether the applicant or any of his partners or shareholders is/are dismissed Government Servant(s) (✓ appropriate box) Yes No

12. State whether the applicant has under his employment, any dismissed Government Servant. (√ appropriate box)  Yes  No

13. Immovable property owned by the applicant \*

Particulars (Landed Properties, Buildings etc.)	Location/District/Taluk/Village Survey No. and extent.	Market value

\* Attach documentary evidence

14. Vehicles owned by the applicant

Sl.No.	Type	Registration No.

15. Details of Experience \*

Sl No	Full particulars of forestry works carried out earlier	Name and address of authorities for whom work was carried out	Year of working	PAC of works	Period of contract	Actual completion time

\*\* Attach documentary evidence

16. Details of existing contract registration with Kerala Forest Department

Sl.No.	Existing Regn. No.	Particulars of work carried out

17. Details of relatives working in Kerala Forest Department \*

Sl No	Name and PEN number of Employees	Designation	Office	Relationship with the employee

18. Details of contractors of KFD who are relatives of applicant \*

Sl No	Name and Address	Location of work and Office	Relationship with the contractor

[\*\*Please mention your relation with the employees and contractors of KFD from the list of relations given in Appendix 2 of this guideline]

Facts mentioned above are true

I have read and understood the rules regarding the registration of contractors published in more and amended from time to time. If given a registration , I shall obey all rules and registration applicable to contractors and contract work in Kerala Forest Department

Date:

Signature of applicant

**Note: - Documents to be furnished along with application for registration of contractors**

- a. Attested copy of the proprietorship/partnership deed/memorandum and articles of association including changes in the constitution of the firm for the last 3 years.
- b. DD for Rs.500/- towards application fee.
- c. Non - refundable Demand draft for Rs.1000/-drawn in the name of the respective officer in charge of Circle payable at ..... from any Scheduled Commercial Bank towards Registration Fee.
- d. Certified copy of the PAN Card
- e. Certified copy of the Profit and Loss Statement, during any of the last 3 financial years as proof of annual turnover.
- f. Experience Certificate
- g. Registration details of Forest/PWD or any other Govt. Dept./PSU/Statutory Body.
- h. Documentary evidence of Movable/Immovable properties.
- i. Details of vehicles owned (Copy of RC Book)
- j. Copies of Confirmation order or completion certificate of works already done from the organisation concerned indicating the final contract value.



## Appendix 2

### List of Relations

[Please see questions 17 & 18 of Form I of Appendix 1]

1	Father	12	Son's daughters' husband
2	Mother (including step-mother)	13	Daughter's Husband
3	Son (Including step son)	14	Daughter's Son
4	Son's wife	15	Daughter's son's wife
5	Daughter (Including step daughter)	16	Daughter's Daughter
6	Father's Father	17	Daughter's Daughter's Husband
7	Father's Mother	18	Brother ( including step brother)
8	Mother's mother	19	Brother's wife
9	Mother's Father	20	Sister (including step-sister)
10	Son's Son's wife	21	Sister's husband
11	Son's Daughter	22	Son's son

While Appendix 2 mention's son's wife as a relative, it does not mention the reverse relationship husband's father as relative. If A is related to B as B's son's wife, B who is A's husband's father is not related to A in the manner indicated in Appendix 2.

Appendix 3

**KERALA FOREST DEPARTMENT**

**Form -II**

Intimation Memo of registration of contractors

Office of the.....

Station.....

Date .....

With reference to application dated ..... for registration as a contractor, Shri/Messrs ..... is/are hereby informed that he/they can be registered as ..... Category contractor in Kerala Forest Department subject to the rules governing registration of contractors. He/they will remit a sum of Rs..... (according to category) Rupees..... only to this office towards the registration fee.

Signature:

Designation of Officer:

To

Shri/messrs .....

Appendix 4  
KERALA FOREST DEPARTMENT  
Form -III  
Registration Certificate

No.

Office of the .....

Date.....

Shri/Messrs

(Name and full address)

..... is/are registered as a category ..... contractor(s)in Kerala Forest Department. The Register No. is ..... of 20....

Signature and Designation of the  
Registering Officer

(Seal of the Registering Officer)

Identification

Photograph – Passport size of

Registered Contractor. Must be

Perforated and signed by

Registering Authority

Appendix 5

**KERALA FOREST DEPARTMENT**

Form – IV

Application for Renewal of Registration as Contractor

1. Name of Applicant (in Block letters):
2. Full address with contact telephone number:
3. Officer to whom application for renewal is made:
4. Category of Registration:
5. Previous registration No. and the year from which he continues to be on the rolls:
6. Details of financial capacity (enclose Solvency : Certificate or Bank Guarantee/NSC/TSB if the period of Bank Guarantee already produced in previous years has elapsed)
7. Particulars of experience on works, labour command, Equipment and other facilities on hand and technical assistance available
8. State whether the applicant was penalized in connection with any contract with Government. If so give details
9. Whether the applicant under his employment, has any dismissed Government Servant.

Signature of the applicant

Station:

Date:

Appendix 6  
KERALA FOREST DEPARTMENT  
Form – V

Intimation Memo  
of renewal of registration as contractor

Office of the.....

Station.....

Dated.....

With reference to application dated ..... for renewal of registration as a contractor, Shri/Messrs ..... is/are hereby informed that his/their registration can be renewed for the financial year..... ending March ..... He/they have to remit a sum of Rs..... (Rupees ..... only) towards fee for renewal.

Signature:

Designation:

To

Appendix 7

**KERALA FOREST DEPARTMENT**

Form - VI

Contractor's Renewal Registration Card

Office of the .....

Date.....

No.....

Shri/Messrs .....(Name and full address).....is/are informed that his/their registration card bearing No. has been renewed for the financial year ending.....

Signature & Designation of the

Registering Officer

(Seal of the Registering Officer)

Appendix 8

**KERALA FOREST DEPARTMENT**

Form – VII

Register of Contractors \*

Year .....

Serial No.	Date of application	Name and address of contractor	Whether application is for fresh registration or renewal	If renewal, Reg. No. of Previous registration and year from which he continues to on rolls	Details of fee remitted	Whether application is Accepted or rejected. If rejected state Reasons in detail	Regn. Number of card issued	Signature of Officer.	If the application is rejected whether the Contractor has been intimated or not, if so details
1	2	3	4	5	6	7	8	9	10

\* This register should be in the custody of the Registering Authority

Appendix 9

**Model short tender notification**

KERALA FOREST DEPARTMENT

**SHORT TENDER NOTICE NO:**

Sealed tenders in 2 Parts, Part – I and Part – II are invited from Registered contractors of Kerala Forest Department for the work of Raising & Maintenance of the following plantations.

Sl. No	Name of Forest Range	Name of work	Extent in ha.	EMD (Rs)	PAC (Rs)	Class of Contractors eligible
1		Raising & 1st year Maintenance of Teak Plantation at .....				A,B,C

Tender forms and other details (Not transferable) can be obtained from Divisional Forest Office from [specify Date] to [specify Date] on payment of Rs..../- (Including Sales Tax) by cash or by Demand Draft drawn in favour of DFO payable on any Scheduled/Nationalized Bank at -----The tender form can also be downloaded from the website of Kerala Forest Department ([www.forest.kerala.gov.in](http://www.forest.kerala.gov.in)) and if the forms are downloaded from the website the cost of tender documents (Rs.../-) should be attached as DD as mentioned above, along with Part I Tender. Tender forms and documents will not be sent by post. Tenders completed in all respects with the prescribed EMD will be received up to [specify time] on [specify Date] by Registered Post/Speed Post or to be deposited in the Tender Box provided for this purpose in the Divisional Forest Office. The right to participate in the tender is restricted to registered Contractors of the department. Tenderers are advised to ensure their eligibility before quoting. Tenders submitted by ineligible tenderers will not be considered and the same will be summarily rejected. Department will not be responsible for any postal delay. Tenders will be opened at [specify time] on [specify Date]. Kerala Forest Department reserves the right to accept or reject any or all tenders without assigning any reason thereof. The tenderers are advised to go through all the tender conditions and agreement conditions which is available ..... putting their offer.

Sd/-

Place:

Divisional Forest Officer

Date:



Appendix 10

**Model detailed tender notification**

KERALA FOREST DEPARTMENT

**DETAILED TENDER NOTICE NO:                      DATED:**

Sealed tenders are invited from registered contractors for the under mentioned works: -

Sl. No	Name of Forest Range	Name of Work	Extent in ha.	EMD (Rs)	PAC (Rs)	Class of Contractors eligible
1		Raising & 1st year Maintenance of Teak Plantation at.....				A,B

Detailed tender form can be obtained from Divisional Forest Office during working hours from [specify Date] to [specify Date] on payment of Rs..../- (Inclusive of Sales Tax) The application for can also be downloaded from the website of Kerala Forest Department ([www.forest.kerala.gov.in](http://www.forest.kerala.gov.in)) and if the forms are downloaded from the website the cost of tender documents (Rs.../-) should be attached as DD drawn in favour of DFO payable on any Scheduled/Nationalized Bank at ----- along with Part I Tender. Tender documents will not be sent by post. Information regarding the sites, nature of work, etc. can be collected from the Divisional Forest Office during office hours on all working days. Tenderers are specifically requested to inspect the field and study the working conditions before submitting offer. Concerned Range Office may be contacted for any assistance in field inspection. The right to participate in the tender is restricted to registered Contractors of Kerala Forest Department. Tenderers are advised to ensure their eligibility before quoting. Tenders submitted by ineligible tenderers will not be considered and the same will be summarily rejected.

Name and Address of Divisional Forest Office

**Submission of Tender**

Tenders are to be submitted in two parts, i.e. Part-I (eligibility of tenderer) and Part-II (Price bid) in separate sealed covers as detailed below by Registered Post/Speed Post or to be deposited in the Tender Box provided for this purpose in the Divisional Forest Office.

Part-I and Part-II tenders should be submitted separately for each work.

## **A. PART - I TENDER**

The tenderer should furnish the following documents signed on all pages with seal together with the details and certificates required therein.

- a) Detailed tender conditions of the work duly accepted.
- b) A copy of PAN Card shall be submitted before the issue of the Confirmation Order in case of tenders who have not furnished the same.
- c) Bank Account details
- d) Registration Number.

## **B. PART - II TENDER**

Price bid in the prescribed schedule duly signed with seal

1. Department shall not normally hold any negotiation with tenderers other than the lowest.
2. Part-I tender will be opened at [specify date and time] in the presence of the attending tenderers.
3. Kerala Forest Department reserves the right to accept/reject any or all of the tenders without assigning any reason thereof.
4. If the Tenderer is a firm a copy of the partnership deed and its Registration certificate shall be filed along with the Tender documents. If the Tenderer is a Co-Operative Society, it should furnish certified copy of the Certificate of Registration from the Registrar of Co-Operative Societies.
5. The tender shall be signed by the Tenderer himself or by his authorised agent. In the latter case, a certified copy of the power of attorney under which the said agent is authorised should also be filed. In the case of a firm, all the partners or such or any of them as are authorised under the Deed of partnership should sign. In case of a Co-Operative Society the Tenders should be signed by a person duly authorized by its General Body. A Certified true copy of the resolution of the General Body authorizing the person to sign the Tender should be attached.
6. Intimation about the acceptance of the tender and all other communications will be sent to the tenderer at the address given by him in his tender. Kerala Forest Department will not be responsible if the communication sent to that address by post does not reach the tenderer.

7. The tenders submitted by tenderers shall remain valid for acceptance for a period of three months from the date of opening of the tender. However this period can be extended with the consent of both parties. During the said period of three months or the extended date as the case may be, the tenderer shall not be entitled to revoke or cancel his tender or to vary the tendered rates given or any terms thereof, without the written consent of the Kerala Forest Department.

8. The department's decision regarding the adequacy of experience, financial capability and other infrastructure requirements for carrying out the work within the prescribed period shall be final and binding on the tenderer.

**Tender conditions for ----- work**

*[Attach conditions in Chapter 4]*



Appendix 12

**KERALA FOREST DEPARTMENT**  
(To be filled in by the tenderer)

**Tender for (Name of work)** .....

From

..... (Name in block letters)

..... (Address in full)

To

The Divisional Forest Officer,

.....Division

.....Post.

Sir, I do hereby tender to execute the work specified herein according to the conditions of the agreement in force in your Division, with which I have got myself well acquainted.

**Specifications for the work tendered for**

1. Name of Range:
2. Name of work:
3. Name of Coupe /Bit if any:
4. Area in Hectares to be planted or maintained/  
No of seedlings to be produced:
5. Period of Contract:
6. Particulars of work and the firm rates tendered

Sl No	Particulars of Work	Approximate Quantity	Standard rate	Tendered rate in figures	Rate in words

7. I enclose herein a receipted chalan/bank draft/currency notes for Rs..... (Rupees.....) in favour of the Divisional Forest Officer, ...Division as Earnest Money Deposit for the work for which this tender is made.

#### **DECLARATION**

(i) I am not related, within the definition of the term "relationship" given in condition 13 of the tender form, to any Government servant who is in charge of or having direct control of the work tendered for.

(ii) I undertake to complete the work tendered, for within the period shown in the schedule attached.

(iii) I agree to abide by the terms and conditions of the tenders and of the agreement to be executed by me.

Station:

Date:

Signature of the tenderer.

Note:-1. The tender rates mentioned shall include the cost of the entire work and other items of work the contractor is required to do under the contract.

2. Fractions of rupees shall not be quoted.

3. Tenders received without attestation of correctness stipulated in the tender condition shall not be accepted.

4. Tender should be written in ink.

Appendix 13

**KERALA FOREST DEPARTMENT  
MODEL CONFIRMATION ORDER**

**ORDER NO:**

Sub: -

Ref: - 1) Tender Notice No dated

2) Tender Opened on --/--/----

3) Letter of intent dated: --/--/----

With reference to the above, we are pleased to Inform you that your tender for the above work is accepted and the work is awarded to you at your quoted amount of Rs.---/- (Rupees -----Only) per ..... as per the accompanying schedule and under the following terms and conditions.

1. The period of contract shall be from the date of issue of Confirmation Order till.....
2. The work shall be started immediately and should be completed before d before.....
3. Within 10 days of the issue of the confirmation order you have to execute an agreement on a proper non-judicial stamp paper worth Rs.100/- to be supplied by you at your cost failing which the EMD, shall stand forfeited to the Department and acceptance of the tender shall be considered as withdrawn.
4. The minimum amount of Security Deposit is Rs.....:
5. The EMD deposited by you along with the tender will be converted as part of the Security Deposit.
6. In addition to the above you have to deposit an amount of Rs.30,000/- by Demand Draft towards additional Security Deposit before executing the agreement.
7. Balance Security Deposit will be deducted from running bills at the rate of 10% of the value of the bill amount.
8. The work should be carried out as items of work as per the specifications of works mentioned in the tender notification and as per directions given by the officials of the Kerala Forest Department from time to time. . The time schedule of different items of work as instructed by the Department officials should be strictly

- adhered to. In case the work is not executed in time and if the department incurs any loss on account of the same, that loss will be recovered from you.
9. The area shown in the tender form/tender schedule is approximate. The actual extent of the contract area may vary as per the final survey report, which will be binding on you.
  10. The quantities and amount as noted in the schedule of items are approximate and are liable to vary on actual execution of the work. The quantity of work actually carried out and accepted only will be measured and paid for.
  11. The Department reserves the right to cancel any item of work in the attached schedule based on site conditions in each year and the Department's decision will be binding on you. If any additional work, which is not included in the schedule, is required during the course of contract period such work shall be executed by you for which payment will be made at the estimated rate of the Department plus or minus the tender difference of this contract. The tender difference of this contract for the purpose is  $(\pm)$  .....% of the estimated rate.
  12. Payment against part bills for the actual work done will be allowed only if they are supported by measurements duly recorded and certified by the officers of Kerala Forest Department. Bills may be raised periodically depending on the quantity of work done and payment against such bills will normally be made within a reasonable time. All statutory deductions like Income Tax or any Government stipulated tax as notified from time to time will be effected from the bills without any notice to you.
  13. You should be responsible to keep the boundary lines of the contract area intact.
  14. You should apply and obtain the License prescribed under the Contract Labour (Regulation and Abolition) Act 1970 and rules there under within one month of the award, of the contract provided you employ more than 20 workers on any day. Failure to do so will attract penalty of an amount equivalent to the fees for License and the Security Deposit to be deposited as per Rule 24 of the Kerala contract Labour (Regulation and Abolition) Rules 1974 will be recovered from your bill without any notice.
  15. All the references/conditions stated in the Tender Documents as well as this letter will form part of the contract agreement. This letter is issued in duplicate and you are requested to return the duplicate copy duly signed in token of acceptance of the terms and conditions contained in this letter.

Sd/-

Name & Designation of the officer



Appendix 14

**KERALA FOREST DEPARTMENT**  
**Model Standard Agreement form for .....**

AGREEMENT made this ..... day of..... 20.... Between Shri..... of ..... called ( the "Contractor", which term shall unless the context indicates otherwise, include, besides the said Shri..... his heirs, executors, administrators, legal representatives and assigns) of the one part and the Governor of Kerala (hereinafter called the "Government") of the other part.

WHEREAS tenders were invited by the Government as per Ref..... No..... dated..... issued by the Divisional Forest Officer for the forestry work..... in the ..... Coupe of .....

WHEREAS the contractor has in his tender dated ..... addressed to the Divisional Forest Officer ..... Division, submitted his tender for the .....work given in the land mentioned in the schedule hereto attached for a period ending on .....and has undertaken to carry out all works according to the specifications contained in the conditions hereinafter appearing, at his own cost.

WHEREAS the said tender of the contractor has been accepted by the DFO/ tender committee..... subject to the terms, covenants, conditions and provisions hereinafter appearing.

WHEREAS the contractor has deposited Rs..... As security for the due fulfillment by him of the terms, covenants, conditions and provisions hereinafter contained.

NOW THESE WITNESS that for carrying out the said agreement into execution the contractor for himself, his heirs, executors, administrators, legal representatives and assigns and the Divisional Forest Officer ..... Division acting for and on behalf of the Governor of Kerala and his successors and assigns do here by mutually contract with the other and others of them as follows:-

Divisional Forest Officer

Contractor

Conditions

[Conditions as per chapter 5 ]

**Model Solvency Certificate**

**A. for Individuals**

"Certified that Sri/Smt ..... is solvent to the extent of Rs..... (Rupees..... only) based on the immovable properties with saleable rights standing in his/her own name and free from encumbrances.

Name seal of Office.....

Place:

Date.....

Signature of Tahsildar.

Name of Thaluk

Note: This solvency certificate must be one of recent date, i.e. not later than 3 months prior to the date of the opening of the tender.

**B. for co-operative societies:-**

"I have examined the financial position of [Name of Society situated in village.....Taluk..... District and declare that this society may be considered solvent up to Rs.....(Rupees ..... only) as detailed below:

The co-operative society can borrow up to the amount mentioned below and may be able to fulfill the contract".

1. Maximum borrowing power of the society } Rs .....

2. Deduct loans taken already and outstanding at the time of issue of this certificate. } Rs .....

3. Reserve borrowing power of the society. } Rs .....

Name and seal of Office .....

.....

Date.....

Signature of the Deputy Registrar of Co-operative Societies