



GOVERNMENT OF KERALA

Abstract

Forest & Wildlife Department - Implementation of Contract System instead of Convenor System in Forest Department for the execution of forestry works - Sanction accorded - Orders issued.

FOREST & WILDLIFE (D) DEPARTMENT

G.O.(Ms) No. 26/2017/F&WLD Dated, Thiruvananthapuram, 20.05.2017.

- Read : 1. G.O (Ms) 28/2016/F&WLD dated 25.07.2016.
2. Letters No. P6-9512/2011 dated 26.08.2016 and 09.11.2016 from the Principal Chief Conservator of Forests (FM), Thiruvananthapuram.

ORDER

As per the Government Order read above, in principle sanction was accorded for the implementation of Contract system instead of Convenor system in Forest Department. Accordingly, the Principal Chief Conservator of Forests (FM) as per letter read as 2nd paper above, furnished a detailed proposal for the implementation of Contract System in Forest Department, for the execution of forestry works.

Government have examined the matter in detail and are pleased to accord sanction for the implementation of Contract system instead of Convenor system in Forest Department, for the execution of forestry works.

Guidelines for the implementation of Contract System in Forest Department is appended herewith.

(By Order of the Governor)

**P.MARA PANDIYAN IAS
ADDITIONAL CHIEF SECRETARY**

To

The Principal Chief Conservator of Forests & Head of Forest Force,
Thiruvananthapuram

The Principal Chief Conservator of Forests (FM), Thiruvananthapuram

The Principal Accountant General (A & E /Audit) Kerala, Thiruvananthapuram

I & PR (Web & New Media) Department (for publishing in website)

Finance Department [vide U.O Note No. Agri-A1/98/2016-Fin dated 7/12/2016]

Law Department [vide U.O Note No. 2009/Conv.Cell 1/2017/Law dated
3/1/2017]

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Section Officer

KERALA FOREST DEPARTMENT

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

RULES FOR REGISTRATION OF CONTRACTORS, STANDARD
TENDER CONDITIONS ETC. FOR IMPLEMENTING ALL FORESTRY
WORKS

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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, works in connection with biodiversity conservation and civil works for infrastructure development. 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 session was organized at Forest Head Quarters on 23-11-2011. A second draft prepared on the basis of those suggestions was again discussed at length in the meeting of the senior forest officers held on 12th and 13th December, 2012 at Forest Headquarters. Some more suggestions, were offered by the Senior Officers. The third draft was discussed in the Council of Chief Conservator of Forests and Council decided to vet the draft in a Committee consisting of Shri.N.V.Trivedi Babu, Additional Principal Chief Conservator of Forests (Eco-development & Tribal Welfare), Shri.K.P.Ouseph, Additional Principal Chief Conservator of Forests (Development) and Shri.K.J.Varghese, Chief Conservator of Forests (Agasthyavanam Biological Park). The Committee met thrice and prepared the fourth draft. This was vetted by the Law Department and the vetted version was again discussed in the Council of Chief Conservator of Forests and this final draft was prepared.

Guidelines for the Contract System for implementation of various forestry operations in Kerala Forest Department (Department)

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 rules for registration of contractors).
- 1.4. Action plan for planting operations for any financial year have to be submitted to the Principal Chief Conservator of Forests (Forest Management) before 1st of January of the preceding financial year. It will be approved and intimated to the Officer in charge of Forest Circles by the Principal Chief Conservator of Forests (Forest Management) before 31st January.
- 1.5. The forestry works executed under tender system will generally include the following;
- 1.6.
 - (i). Raising stump nursery of teak
 - (ii). Raising root trainer nursery for teak
 - (iii). Raising root trainer nursery for pulpwood
 - (iv). Raising root trainer nursery for miscellaneous species.
 - (v). raising basketted nursery for pulpwood.
 - (vi). Raising basketted nursery for miscellaneous species.
 - (vii). Making compost for root trainer nursery
 - (viii). Planting and maintenance in the first year of teak
 - (ix). Second year maintenance of teak plantation
 - (x). Third year maintenance of teak plantation
 - (xi). Fourth & Fifth year maintenance of teak plantation.

- (xiii) Planting and maintenance in the first year of pulpwood
- (xiv) Second year maintenance of pulpwood plantation
- (xv) Third year maintenance of pulpwood plantation
- (xvi) All types of thinning in teak plantations
- (xvii) Tending and cultural operations in plantations including special tending
- (xviii) Planting and maintenance in the first year of miscellaneous species
- (xix) Second year maintenance of miscellaneous plantation
- (x) Third year maintenance of miscellaneous plantation
- (xi) Soil and moisture conservation works
- (xii) Habitat improvement works
- (xiii) Fire protection works
- (xiv) Special works like eradication of exotic weeds
- (xv) Collection of seeds from seed production areas and other forest areas.
- (xvi) Augmentation planting in natural forests
- (xvii) Any other work relating to protection and development of plantations and forests
- (xviii) Works relating to preparation of Working Plan and Management Plan.

1.7. Generally tenders will be invited for the following combination of forestry works taking in to account the practicability of field implementation.

- (i). Raising nursery including making of compost, planting and maintenance up to second year.
- (ii). Maintenance in the third year, fourth year and fifth year for teak.
- (iii). Maintenance in the third year for pulpwood/miscellaneous species.

Note: The Divisional Forest Officer will notify works either as single or suitable combination of works.

1.8. No work can be tendered without a sanctioned estimate drawn as per the forest schedule of rates or a basic rate showing cost of work per unit.

- 1.9. Government Orders, Rules and Procedures applicable for the execution of works, measurements, payments under contract system as practiced in forest department and as amended from time to time shall be scrupulously followed.
- 1.10. Divisional Forest Officer shall prepare a basic rate based on Forest Schedule of Rates clearly describing each scheduled item in detail as per the Circular no Plg.2-183/04 dated 20-11-2004 of Principal Chief Conservator of Forests including the time limit fixed for executing each item. Provisions for 10% Contractors Profit 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 schedule. 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.
- 1.11. Tenders should be submitted in two parts, ie. Part-I and Part-II as mentioned in Appendix 9 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 only those tenderers whose Part I tenders have been accepted will be opened.
- 1.12. The cost of tender form, Earnest Money Deposit etc. shall be the same as that in the Public Works Department of Kerala. The security deposit will be as per the standard tender conditions.
- 1.13. The delegation of powers for sanctioning tender excess will be as follows.
 - 1.13.1. Excess up to 10% - Divisional Forest Officer.
 - 1.13.2. Excess above 10% up to 20% - A Tender Committee chaired by the Principal Chief Conservator of Forests & Head of Forest Forces with all Principal Chief Conservators of Forests, Senior Finance officer, and the Addl. Principal Chief Conservator of Officer in charge of the Region as members and the concerned Circle level officer as convenor.
 - 1.13.3. Excess above 20% at the Government level with the approval of Finance Department.
- 1.14. The responsibility of satisfactorily executing the tendered work through proper supervision and timely corrective measures vests with the Divisional Forest Officer, Range Officer and Staff in charge of the work.

2 – RULES FOR REGISTRATION OF CONTRACTORS FOR FORESTRY WORKS OTHER THAN TIMBER OPERATION AND CIVIL WORKS

- 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 of the State of Kerala.
- 2.3. For the purpose of registration, the Contractors will be classified into three categories on the basis of financial resources, professional experience and past record as follows:
 - 2.3.1. 'A' Category: Those who are entitled to participate in tender for all works.
 - 2.3.2. 'B' Category: Those who are entitled to participate in tender for works up to Rs.50 lakhs.
 - 2.3.3. 'C' Category: Those who are entitled to participate in tender for works up to Rs.20 lakhs.

However there shall not be any bar for Contractors of higher category to bid for works of lower category.

2.4. Application for registration

- 2.4.1. The registering authority for A & B category will be the Officer in charge of the Forest Circle concerned and for C category, the Divisional Forest Officer.
- 2.4.2. The persons who desire to register themselves should submit an application in Form I appended to these rules [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/Divisional Forest Office on request on payment of application fee fixed from time to time or downloaded from the official website of Kerala Forest Department.
- 2.4.4. In case of downloaded applications form, the fee should be separately attached as Demand Draft.

2.4.5. The intending contractors shall have sound financial capacity to execute contracts for a minimum value of Rs. 50 lakhs in the case category "A", Rs.25 lakhs in the case of category "B" and Rs.10 lakhs in the case of category "C".

2.4.6. The applicants shall enclose necessary documentary evidence in support of their financial status including bank certificate/details of annual turnover for the last 3 years, movable/immovable property, technical knowhow and working experience. In case the applicant is a registered 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.

2.4.7. 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 or any officer where the contractor had worked previously. 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 for registration but department may consider other contractors also in suitable cases provided their experience in other similar contract works is satisfactory. However no documentary evidence in proof of experience has to be produced in the first three years of implementation of these contract conditions. Such contractors will have to produce necessary documentary evidence in proof of experience at the time of renewal of registration.

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

2.4.8.1. 'A' Category: Rs.15 lakhs.

2.4.8.2. 'B' Category: Rs.10 lakhs

2.4.8.3. 'C' Category; Rs.5 lakhs

2.4.9. 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 'A' Category: Rs.10000

2.5.1.2 'B' Category: Rs.7500

2.5.1.3 '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.

2.5.3 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 and in the official website of the department.

2.6.2 The registering authority will intimate the fact of registration to all other Officers in charge of Forest Circles and Forest Divisions in the State. Registration in any one Circle/Division 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 not below of 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 against the rejection for registration will lie before the Officer in charge of the Forest Region in the case of application to the officer in charge of the Forest Circle and to the Officer in charge of the Forest Circle in the case of application to the Divisional Forest Officer. In the case of Wildlife and Social Forestry Circles, the appellate authority will be the respective Principal Chief Conservators of Forests for category A and B Contractors and the Conservator of Forests/ Chief Conservator of Forests concerned for category C Contractors. The appeal shall be preferred within one (1) 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 for three financial years. Registration cards are to be renewed after three years. Applications for renewal are to be submitted in Form no IV [Appendix 5] along with Treasury Fixed Deposit account/National Savings Certificate or Bank Guarantee/Solvency Certificate and an up to date tax clearance certificate before 1st January of the year in which the validity expires. Application may, however, be received up to 31st January, after realizing a fine of Rs.100.

2.8.2 The registering authority may 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 status 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 recorded in writing which, in the opinion of the registering authority makes the applicant unsuitable for such renewal of registration.

- 2.8.3 A non-refundable fee of Rs. 1000 or such amount as prescribed by the Government is payable by the Contractor for renewal of registration. Such renewal fee should be remitted after receiving intimation for the same in Form V [Appendix 6].
- 2.8.4 A Contractor who fails to get his registration renewed for any year can apply afresh for registration as a new contractor unless blacklisted.
- 2.8.5 The registering authority shall, before 31st 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 of contractors in Form VII [Appendix 8]. The reasons for refusal should be clearly specified in the register.

3 – TENDER CONDITIONS FOR FORESTRY WORKS

(e-tender procedure will be followed for works costing more than Rs.5.00 Lakhs)

- 3.1. Tender form (Appendix 9) and other details (Not transferable) can be obtained from Divisional Forest Office(DFO) on payment of cash or by Demand Draft (DD) drawn in favour of Divisional Forest Officer payable on any Scheduled/Nationalized Bank towards cost of tender form. The cost of tender form will be fixed by Government from time to time. 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 from a Nationalized/Scheduled Bank as mentioned above, along with Part I Tender. The cost of tender forms once paid is not refundable on any account, nor will the amount be adjusted towards cost of any other tender forms.
 - 3.2. 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.
 - 3.3. 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.
 - 3.4. 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.
 - 3.5. The tenderer shall quote in the appropriate column in the tender a firm percentage of the basic rate per hectare of raising the plantation and the maintenance of the plantation up to third year or as in the Schedule both in figures as well as in words. 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
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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 tenderer,

- 3.6. 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 _____ 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.
- 3.7. 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.
- 3.8. Each tender shall be accompanied by a demand draft of a Nationalized/Scheduled Bank for Rs _____ (Rupees _____) in favour of the Divisional Forest Officer, _____ Division, as Earnest Money Deposit for the work.
- 3.9. All the corrections in the tender form shall be initialled by the tenderer himself.
- 3.10. 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.
- 3.11. 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.
- 3.12. 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.
- 3.13. No tenderer will be permitted to withdraw his offer within three months from the date of opening of the financial bid.
- 3.14. 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 11] on a proper non-judicial stamp paper (worth Rs.100/-) to be supplied by him at his cost. 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. If the Contractor fails to execute the agreement during the extended period also, the tender will be cancelled, and the Earnest Money Deposit submitted by the tenderer shall stand forfeited to the Kerala Forest Department. The work will be retendered at the risk and cost of the tenderer or through any other method (including through the next higher 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 arrears on public revenue to be recovered from the defaulter under the provisions of the Kerala Revenue Recovery Act 1968 and in such other manner as the Government may deem fit. The defaulter however will not be entitled for gain, if any.

- 3.15. The successful tenderer while signing the agreement as in 4.16 above shall furnish a security deposit for an amount equal to 10 per cent of the total Probable Amount of Contract, limited to a maximum of Rs. 5,00,000/- (Rupees five lakhs only). 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.
- 3.16. 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.
- 3.17. The post-offers and representations sent, after receipt of the tender in respect of work shall at no account be considered.
- 3.18. The Earnest Money Deposit of the unsuccessful tenderers will be returned as soon as possible after the tenders are finalized.
- 3.19. The quantities of work shown in the Schedule are approximate and it may vary on actual execution of work.
- 3.20. The area shown in the tender schedule is approximate. The actual extent of the contract area may vary as per the final survey report, which will be binding on the successful tenderer.
- 3.21. The contractor has to keep the plantation free from weeds throughout the contract period.
- 3.22. Part payment in two or more instalments will be made to the contractor on specific request and on submission of bill in the prescribed format at the following stages provided the bench mark of growth and stock prescribed hereunder are achieved. The essence of the contract is on achieving these benchmarks rather than merely carrying out the operations

prescribed. Payment will be made through crossed cheques or e-payment only :

3.23. Different stages at which payment will be made to the Contractor for different types of forestry works are as follows.

3.23.1. Nursery of teak

- (i). First part payment up to 40% of the agreed amount after proper germination is completed.
- (ii). Second part payment up to 80% of the agreed rate when the seedlings become healthy and ready for planting.
- (iii). Balance 20% of the agreed amount will be released after the completion of planting.

Note: The Contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

3.23.2. Nursery of teak and pulpwood species by root trainer technique.

- (i). Payment up to 40% of the agreed amount will be made one month after germination in the root trainer.
- (ii). Second part payment up to 80% of the agreed amount will be made when the seedlings attain the height of 30 centimeters in healthy condition in the nursery.
- (iii). Balance 20% of the agreed amount will be paid after the completion of planting.

Note: The Contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

3.23.3. Nursery of miscellaneous species-root trainer and basketted.

- (i). Payment up to 40% of the agreed amount will be made one month after germination of the seeds.
- (ii). Second part payment up to 80% of the agreed amount will be made when the seedlings attain the

height of 30 centimeters in healthy condition in the nursery.

- (iii). Balance 20% of the agreed amount will be paid after the completion of planting

Note: The Contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

3.23.4. Making compost for root-trainer seedlings.

- (i). Payment up to 50% of the agreed amount will be made when the heaping of chopped materials is completed.
- (ii). Payment up to 100% is made when the sieving and testing is completed

3.23.5. Raising plantation of teak and maintenance in the first year.

- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
- (ii). Second part payment up to 60% of the agreed amount after the completion of second weeding in the first year.
- (iii). Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 75 centimeters and stock of 90% during June of the next year.

3.23.6. Raising plantation of teak—maintenance in the second year.

- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 2.0 meters and stock of 90% during June of the next year.

3.23.7. Raising plantation of teak—maintenance in the third year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining average height of 4.0 meters and minimum stock of 85% by June of the next financial year.

3.23.8. Raising plantation of teak—maintenance in the fourth year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the fourth year maintenance and the plantation is maintained free from weeds and climbers.

3.23.9. Raising plantation of teak—maintenance in the fifth year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the fifth year maintenance and the plantation is maintained free from weeds and climbers.

3.23.10. Raising plantation of miscellaneous species and maintenance in the first year.

- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
- (ii). Second part payment up to 80% of the agreed amount after the completion of second weeding in the first year.
- (ii) Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 60 centimeters and stock of 90% during June the next year.

3.23.11. Raising plantation of miscellaneous species—maintenance in the second year.

- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
- (2). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 1.5 meters and stock of 90% during June of the next year.

3.23.12. Raising plantation of miscellaneous species—maintenance in the third year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining average height of 2.5 meters and minimum stock of 85% during June of the next year.

3.23.13. Raising plantation of pulpwood—planting and maintenance in the first year.

- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
- (ii). Second part payment up to 60% of the agreed amount after the completion of second weeding in the first year.
- (iii). Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 1.5 meters and stock of 95% during June of the next year.

3.23.14. Raising plantation of pulpwood—maintenance in the second year.

- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average

height of 4.0 meters and minimum stock of 90% during June of the next year.

3.23.15. Raising plantation of pulpwood –maintenance in the third year.

(i). First part payment up to 40% of the agreed amount after the completion of first weeding.

(ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining a average height of 6 meters and stock of 90% during June of the next year.

Note 1. Basic rate of a contract work for planting and maintenance in the first year and maintenance in the second and third years will be worked out based on items of work for each year as per the forest schedule of rates and working out the average cost per hectare. For making part payments in each year, portion of basic rate for that year will be taken in to account

Note 2. The height growth to be attained by the seedlings at the end of every year is fixed taking in to account the general silvicultural conditions. However the Divisional Forest Officer may fix attainable height at the end of every year depending up on the site conditions and silvicultural requirements of the species planted.

3.24. 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 are not included in the schedule are required to be carried out inevitably for reasons to be recorded, in the contract area during the course of contract period, the successful tenderer is bound to execute that work for which payment worked out as per forest schedule rate for such item will be made at the agreed rate in the contract. The cost of the work will be worked out as per the prevailing forest schedule of rate. It may be decided whether the provision for additional work is to be retained

3.25. Kerala Forest Department reserves the right to execute the work through any other mode of execution other than through contract system if the tender offered by the contractors is not feasible according to the Department.

4 – CONDITIONS GOVERNING THE FUNCTIONING OF CONTRACTORS

- 4.1. The guidelines 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.
- 4.2. 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.
- 4.3. Removal from the approved list- The registering Authority may remove the name of a Contractor from the approved list if the Contractor:
 - 4.3.1. Fails to execute a contract or execute it unsatisfactorily; or
 - 4.3.2. has no adequate equipment, technical personnel or financial resources or
 - 4.3.3. violates any important condition of contract; or
 - 4.3.4. fails to furnish the required tax clearance certificates: or
 - 4.3.5. fails to abide by the conditions of registration or is found to have given false particulars at the time of registration, or
 - 4.3.6. is declared or is in the process of being declared bankrupt, insolvent, or wound up, dissolved or partitioned the business; or
 - 4.3.7. persistently violates the provisions of labour regulations and Rules:
- 4.4. Blacklisting:-A Contractor may be blacklisted for the following reasons:
 - 4.4.1. 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

- 4.4.2. 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
 - 4.4.3. Where a Contractor or his partner or his agent has been convicted by a Court of law for offences involving moral turpitude in relation to business dealings; or
 - 4.4.4. Where security considerations including suspected disloyalty to the State of Kerala or
 - 4.4.5. Where a Contractor or his partner or his agent is found to have abetted or induced public servants to indulge in corrupt practices.
 - 4.5. A show cause notice should be issued before inflicting the punishment of suspension of business, demotion, cancellation of registration or blacklisting.
 - 4.6. 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.
 - 4.7. Applications from debarred contractors: Applications from Contractors punished with suspension of business, cancellation of registration, demotion or blacklisting 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.
 - 4.8. 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 renewal of registration.
 - 4.9. Enclosures with the Application: Applicants should ensure that all required documents are enclosed with the application.
 - 4.10. Late applications: Application submitted after the due date may be considered while upgrading the contractor list.
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- 4.11. Kerala Forest Department may also go for pre-qualifying the registered contractor under any category, in case the jobs specified is of critical nature.
- 4.12. Registration of a contractor does not grant any right for issue of tender or award of work by the department.
- 4.13. The department reserves the right to cancel the entire list at any time without assigning any reasons thereof.
- 4.14. In the case of existing contractors of Kerala Forest Department, their performance during the current registration period will also be considered while fixing their category of registration.

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 13] 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 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. The department is not bound to pay any compensation in such cases.
- 5.3. The contractor shall furnish to the 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 during the same period.
- 5.4. 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 Beat Forest Officer. He shall keep the boundaries of this area well cleared to a width of 6 feet and shall keep all the cairns along the boundaries intact 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.

- 5.5. If the contractor or his workmen require any place for putting up sheds for their accommodation, the Range Officer shall allot sufficient space inside or 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.
 - 5.6. The contractor, his agents and other employees working in the contract area shall carry out all orders issued by the Divisional Forest Officer or any other officer in charge of the work in connection with this contract work.
 - 5.7. The contractor shall not sublet the work to any other agent or agents under any circumstances without the approval of the Divisional Forest Officer.
 - 5.8. The contractor binds himself to act during the period of contract in accordance with the provisions of the Kerala Forest Act, 1961, Wildlife (Protection) Act, 1972 and Rules framed thereunder.
 - 5.9. 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 Beat Forest Officer 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.
 - 5.10. If any illicit fellings or any other offence under Kerala Forest Act, 1961, Wildlife (Protection) Act, 1972 and other 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 and shall also be liable for prosecution under the respective Act and Rules thereof.
 - 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 Beat Forest Officer. 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
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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 is shown in Appendix-2
 - 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, 1932; the Minimum Wages Act, 1948; Industrial Disputes Act, 1947; Employees' Provident Fund Act, 1952; Workmen's Compensation Act, 1923; the Contract Labour (Regulation and Abolition) Act, 1970 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.
 - 5.15. The contractor shall give preference to tribals if any residing in the locality for the tendered works.
 - 5.16. The contractor may execute works through mechanized means provided he state the same as far as possible while submitting the tender and execute such mechanized works without causing any damage to forests and wildlife of the area.
 - 5.17. The work should be carried out as per the specifications and the time schedule 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.
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- 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. 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, 1948, Employees Provident Fund Act 1952 and Miscellaneous Provisions Act 1976. 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 the contracted work.
- 5.22. The contractor shall clear fell all growth in the area as instructed by the officer in charge 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 burnt, 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.
- 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 on payment of penalty calculated on the basis of shortfall in the number of seedlings. If the contract is cancelled, the remaining portion of works will be arranged at the risk and cost of the contractor.
- 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 vests with the contractor. The plantlets should not be lost/damaged/grazed by cattle during transportation or while kept/handled in the planting site. If plantlets exceeding 5% 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 Kerala Forest Department 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 as decided by the Divisional Forest Officer will be borne by the contractor.
- 5.34. The contractor shall be responsible for maintaining all the existing natural saplings and trees in the plantations intact. For reduction of stock due to reasons other than natural calamities an amount of Rs.100/- per each plant/tree 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. All the platforms around the seedlings should be scraped free of weeds, climbers etc 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 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 Division/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 or his employees or labourers, the loss sustained to the Department on account of fire will be assessed and the same will be recovered from the contractor.

- 5.38. 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.
- 5.39. The department will supply 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 Beat Forest Officer. He shall maintain a stock register for the fertilizer supplied and produce it as and when requested by the officers.
- 5.40. The contractor will carry out all operations mentioned in the schedule of operations or any other activities as required by the department as per the instructions of the Divisional Forest Officer..
- 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. Part payment in two or more installments will be made to the contractor on specific request and on submission of bill in the prescribed format at the following stages provided the bench mark of growth and stock prescribed hereunder are achieved. The essence of the contract is on achieving these benchmarks rather than merely carrying out the operations prescribed. Payment will be made through crossed cheques only :
- 5.43. Different stages at which payment will be made to the contractor for different types of forestry works are as follows.
- 5.43.1. Nursery of teak
- (i). First part payment up to 40% of the agreed amount after proper germination is completed.
 - (ii) Second part payment up to 80% of the agreed rate when the seedlings become healthy and ready for planting.
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- (iii). Balance 20% of the agreed amount will be released after the completion of planting.

Note: The contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

5.43.2. Nursery of teak and pulpwood species by root trainer technique.

- (i). Payment up to 40% of the agreed amount will be made one month after germination in the root trainer.
- (ii). Second part payment up to 80% of the agreed amount will be made when the seedlings attain the height of 30 centimeters in healthy condition in the nursery.
- (iii). Balance 20% of the agreed amount will be paid after the completion of planting.

Note: The contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

5.43.3. Nursery of miscellaneous species-root trainer and basketted.

- (i). Payment up to 40% of the agreed amount will be made one month after germination of the seeds.
- (ii). Second part payment up to 80% of the agreed amount will be made when the seedlings attain the height of 30 centimeters in healthy condition in the nursery.
- (iii). Balance 20% of the agreed amount will be paid after the completion of planting.

Note: The contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

5.43.4. Making compost for root-trainer seedlings.

- (i). Payment up to 50% of the agreed amount will be made when the heaping of chopped materials is completed.

- (ii). Payment up to 100% is made when the sieving and testing is completed

5.43.5. Raising plantation of teak and maintenance in the first year.

- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
- (ii). Second part payment up to 60% of the agreed amount after the completion of second weeding in the first year.
- (ii) Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 75 centimeters and stock of 90% during June of the next year.

5.43.6. Raising plantation of teak—maintenance in the second year.

- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 2.0 meters and stock of 90% during June of the next year.

5.43.7. Raising plantation of teak—maintenance in the third year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining average height of 4.0 meters and minimum stock of 85% by June of the next financial year.

5.43.8. Raising plantation of teak—maintenance in the fourth year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the fourth year

maintenance and the plantation is maintained free from weeds and climbers.

5.43.9. Raising plantation of teak—maintenance in the fifth year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the fifth year maintenance and the plantation is maintained free from weeds and climbers .

5.43.10. Raising plantation of miscellaneous species and maintenance in the first year.

- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
- (ii). Second part payment up to 80% of the agreed amount after the completion of second weeding in the first year.
- (ii) Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 60 centimeters and stock of 90% during June the next year.

5.43.11. Raising plantation of miscellaneous species —maintenance in the second year.

- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
- (2). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 1.5 meters and stock of 90% during June of the next year.

5.43.12. Raising plantation of miscellaneous species —maintenance in the third year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.

- (ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining average height of 2.5 meters and minimum stock of 85% during June of the next year.

5.43.13. Raising plantation of pulpwood-planting and maintenance in the first year.

- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
- (ii). Second part payment up to 60% of the agreed amount after the completion of second weeding in the first year.
- (iii). Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 1.5 meters and stock of 95% during June of the next year.

5.43.14. Raising plantation of pulpwood –maintenance in the second year.

- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 4.0 meters and minimum stock of 90% during June of the next year.

5.43.15. Raising plantation of pulpwood –maintenance in the third year.

- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
- (ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining a average height of 6 meters and stock of 90% during June of the next year.

Note 1. Basic rate of a contract work for planting and maintenance in the first year and maintenance in the second and third years will be worked out based on items of

work for each year as per the forest schedule of rates and working out the average cost per hectare. For making part payments in each year, portion of basic rate for that year will be taken in to account

Note 2. The height growth to be attained by the seedlings at the end of every year is fixed taking in to account the general silvicultural conditions. However the Divisional Forest Officer may fix attainable height at the end of every year depending up on the site conditions and silvicultural requirements of the species planted.

- 5.44. 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.
- 5.45. 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.
- 5.46. The contractor shall produce valid tax clearance certificates to the satisfaction of the Divisional Forest Officer before the final payment is made to him.
- 5.47. In case the work is not satisfactory payments/bills either part or in full will be retained until satisfactory completion of the work.
- 5.48. If in the course of working, it is found, by the Divisional Forest Officer that the progress of work and the timely execution 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.
- 5.49. In case the work is abandoned mid way, all the bills due to the contractor will be impounded and Earnest Money Deposit 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.

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- 5.54. 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.
- 5.55. If any amount becomes due to any workmen' or mazdoor engaged by the contractor as per Workmen's Compensation Act,1923. 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 conditions of this agreement.
- 5.56. 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. 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 on land revenue under the provisions of the Kerala Revenue Recovery Act,1968 for the time being in force and in such other manner as the Government may deem fit.
- 5.57. The Divisional Forest Officers may add such other special conditions as would be deemed required considering the nature of circumstances of the work.
- 5.58. 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.
- 5.59. 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 or the Officer in charge of the Forest Circle whose decision thereon shall be final and legally binding on the contractor.
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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 Hindu undivided Family, 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 of works, labour force, 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 Officers-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]

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

All facts mentioned above are true

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. Certified copy of the PAN Card
- d. Certified copy of the Profit and Loss Statement, during 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 items 17 & 18 of Form I of Appendix 1]

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

Appendix 3

KERALA FOREST DEPARTMENT

Form -II

Intimation Memo of registration of contractors

Office of the _____

Station _____

File No _____

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 on or before _____.

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. 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 force, 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 _____

File No _____

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 on or before _____.

Signature:

Designation:

To

Mr/Ms _____

Appendix 7

KERALA FOREST DEPARTMENT

Form - VI

Contractor's Renewal Registration Card

Office of the _____

Date _____

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 |
| of contractorName and address |
| or renewals for fresh registrationWhether application |
| rollshe continues to onand year from whichPrevious registrationIf renewal, Reg. No. of |
| Details of fee remitted |
| Reasons in detailIf rejected stateAccepted or rejected.Whether application is |
| Regn. Number of card issued |
| Signature of Officer. |
| Contractor has been intimated or not, if so detailsIf the application is rejected whether the |

48

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

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

Appendix 9

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 form can also be downloaded from the website of Kerala Forest Department (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. 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. 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. The last date for receipt of tender is _____.

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.

Note : e-tender procedure will be followed for works costing more than Rs.5.00 lakhs.

Tender conditions for _____ work

[Attach conditions in Chapter 4]

Appendix 11

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

| SI No | Particulars of Work | Approximate Quantity | Standard rate | Tendered rate in figures | Rate in words |
|-------|---------------------|----------------------|---------------|--------------------------|---------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

7. I enclose herein a receipted chalan/bank draft 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 corrections stipulated in the tender condition shall not be accepted.
4. Tender should be written in ink.

Appendix 12

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. Failure to execute the agreement and to perform the contract entail risk and cost of the defaulter)
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..... towards additional Security Deposit before executing the agreement.
7. The work should be carried out as items of work as per the specifications of works mentioned in the tender notification , the time schedule mentioned therein 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.

8. 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.
9. 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.
10. 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.
11. Payment against part bills for the actual work done or a definite percentage of the basic rate as decided by the Divisional Forest officer 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.
12. You should be responsible to keep the boundary lines of the contract area intact.
13. 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.
14. 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 13

KERALA FOREST DEPARTMENT
Agreement for _____.

THIS AGREEMENT made this the _____ day of _____, 20____ at between the GOVERNOR OF KERALA (hereinafter referred to as "the Government" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented by Sri....., Divisional Forest Officer,.....Division, Kerala forest Department, Government of Kerala of the ONE PART and (hereinafter referred to as the "the Contractor", which expression shall unless the context indicates otherwise, include, besides the said contractor his heirs, executors, administrators, legal representatives and assigns) represented by sri..... of the OHER 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 _____;

AND 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;

AND 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;

AND 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 WITNESSES AS FOLLOWS:

1. The successful tenderer herein after referred as 'the contractor' shall take over the area after executing the agreement in the prescribed form [Appendix 13] 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.

0. The period of contract shall be as in the tender schedule. The Kerala Forest Department may also short-close the 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. The department is not bound to pay any compensation in such cases.
 0. The contractor shall furnish to the 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 during the same period.
 0. 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 Beat Forest Officer. He shall keep the boundaries of this area well cleared to a width of 6 feet and shall keep all the cairns along the boundaries intact 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.
 0. If the contractor or his workmen require any place for putting up sheds for their accommodation, the Range Officer shall allot sufficient space inside or 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.
 0. The contractor, his agents and other employees working in the contract area shall carry out all orders issued by the Divisional Forest Officer or any other officer in charge of the work in connection with this contract work.
 0. The contractor shall not sublet the work to any other agent or agents under any circumstances without the approval of the Divisional Forest Officer.
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-
-

0. The contractor binds himself to act during the period of contract in accordance with the provisions of the Kerala Forest Act 1961, Wildlife (Protection) Act 1972 and Rules framed there-under.
0. 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 Beat Forest Officer 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.
00. If any illicit fellings or any other offence under Kerala Forest Act 1961, Wildlife (Protection) Act 1972 and other 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 and shall also be liable for prosecution under the respective Act and Rules thereof.
00. 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 Beat Forest Officer. 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.
00. 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 is shown in Appendix-2
00. 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.
00. 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 1932; the Minimum Wages Act, 1948; Industrial Disputes Act 1947; Employees' Provident Fund Act 1952; Workmen's Compensation Act, 1923; the Contract Labour (Regulation and Abolition) Act, 1970 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.

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00. The contractor shall give preference to tribals if any residing in the locality for the tendered works.
 00. The contractor may execute works through mechanized means provided he state the same as far as possible while submitting the tender and execute such mechanized works without causing any damage to forests and wildlife of the area.
 00. The work should be carried out as per the specifications and the time schedule 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.
 00. 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.
 00. 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. The Kerala Forest Department will not undertake any responsibility of the labourers engaged by the contractor.
 00. Contractor should comply with the provisions of Employees State Insurance Act, 1948, Employees Provident Fund Act 1952 and Miscellaneous Provisions Act 1976. The name and other details of employees engaged by the contractor should be intimated to the Kerala Forest Department.
 00. 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 the contracted work.
 00. The contractor shall clear fell all growth in the area as instructed by the officer in charge 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].

- 00. When the area is properly burnt, the contractor shall start aligning and staking along the contours at an espacement of _____ before the end of _____.
 - 00. Burning will not be permitted inside the area after the alignment and staking works are done.
 - 00. 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.
 - 00. 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].
 - 00. The planting shall be done only under the supervision of departmental officers and as directed by them.
 - 00. The casualties in plants should be replaced during the month of _____ or at such time as required by the Range Officer.
 - 00. 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 on payment of penalty calculated on the basis of shortfall in the number of seedlings. If the contract is cancelled, the remaining portion of works will be arranged at the risk and cost of the contractor.
 - 00. 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.
 - 00. 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 vests with the contractor. The plantlets should not be
-
-
-

lost/damaged/grazed by cattle during transportation or while kept/handled in the planting site. If plantlets exceeding 5% 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.

00. 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 Kerala Forest Department 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.
00. 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 as decided by the Divisional Forest Officer will be borne by the contractor.
00. The contractor shall be responsible for maintaining all the existing natural saplings and trees in the plantations intact. For reduction of stock due to reasons other than natural calamities an amount of Rs.100/- per each plant/tree 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.
00. 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. All the platforms around the seedlings should be scraped free of weeds, climbers etc throughout the contract period.
00. 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.
00. 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 Division/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 or his employees or labourers, the loss sustained to the Department on account of fire will be assessed and the same will be recovered from the contractor.

00. 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.
 00. The department will supply 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 Beat Forest Officer. He shall maintain a stock register for the fertilizer supplied and produce it as and when requested by the officers.
 00. The contractor will carry out all operations mentioned in the schedule of operations or any other activities as required by the department as per the instructions of the Divisional Forest Officer..
 00. 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.
 00. Part payment in two or more installments will be made to the contractor on specific request and on submission of bill in the prescribed format at the following stages provided the bench mark of growth and stock prescribed hereunder are achieved. The essence of the contract is on achieving these benchmarks rather than merely carrying out the operations prescribed. Payment will be made through crossed cheques only :
 00. Different stages at which payment will be made to the contractor for different types of forestry works are as follows.
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☐☐ Nursery of teak

- (i). First part payment up to 40% of the agreed amount after proper germination is completed.
- (ii). Second part payment up to 80% of the agreed rate when the seedlings become healthy and ready for planting.
- (iii). Balance 20% of the agreed amount will be released after the completion of planting.

Note: The contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

☐☐☐ Nursery of teak and pulpwood species by root trainer technique.

- (i). Payment up to 40% of the agreed amount will be made one month after germination in the root trainer.
- (ii). Second part payment up to 80% of the agreed amount will be made when the seedlings attain the height of 30 centimeters in healthy condition in the nursery.
- (iii). Balance 20% of the agreed amount will be paid after the completion of planting.

Note: The contractor is eligible for maintenance cost of the nursery after the normal plating season as decided by the Divisional Forest Officer as per the existing schedule of rates.

☐☐☐☐ Nursery of miscellaneous species-root trainer and basketted.

- (i). Payment up to 40% of the agreed amount will be made one month after germination of the seeds.
- (ii). Second part payment up to 80% of the agreed amount will be made when the seedlings attain the height of 30 centimeters in healthy condition in the nursery.
- (iii). Balance 20% of the agreed amount will be paid after the completion of planting

Note: The contractor is eligible for maintenance cost of the nursery after the normal planting season as decided by the Divisional Forest Officer as per the existing schedule of rates.

☐❖☐ Making compost for root-trainer seedlings.

- (i). Payment up to 50% of the agreed amount will be made when the heaping of chopped materials is completed.
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- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
 - (ii). Second part payment up to 100% of the agreed amount after the completion of the fifth year maintenance and the plantation is maintained free from weeds and climbers.
- Raising plantation of miscellaneous species and maintenance in the first year.
- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
 - (ii). Second part payment up to 80% of the agreed amount after the completion of second weeding in the first year.
 - (ii) Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 60 centimeters and stock of 90% during June the next year.
- Raising plantation of miscellaneous species –maintenance in the second year.
- (i). First part payment up to 40% of the agreed amount after the completion of second weeding.
 - (2). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 1.5 meters and stock of 90% during June of the next year.
- Raising plantation of miscellaneous species –maintenance in the third year.
- (i). First part payment up to 40% of the agreed amount after the completion of first weeding.
 - (ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining average height of 2.5 meters and minimum stock of 85% during June of the next year.
- Raising plantation of pulpwood-planting and maintenance in the first year.
- (i). First part payment up to 40% of the agreed amount after the completion of planting in the field.
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(ii). Second part payment up to 60% of the agreed amount after the completion of second weeding in the first year.

(iii) Third part payment up to 100% of the agreed amount after the completion of all first year maintenance works and on the seedlings attaining average height of 1.5 meters and stock of 95% during June of the next year.

❖ Raising plantation of pulpwood –maintenance in the second year.

(i). First part payment up to 40% of the agreed amount after the completion of second weeding.

(ii). Second part payment up to 100% of the agreed amount after the completion of the second year maintenance and on the seedlings attaining average height of 4.0 meters and minimum stock of 90% during June of the next year.

❖ Raising plantation of pulpwood –maintenance in the third year.

(i). First part payment up to 40% of the agreed amount after the completion of first weeding.

(ii). Second part payment up to 100% of the agreed amount after the completion of the third year maintenance and on the seedlings attaining a average height of 6 meters and stock of 90% during June of the next year.

Note 1. Basic rate of a contract work for planting and maintenance in the first year and maintenance in the second and third years will be worked out based on items of work for each year as per the forest schedule of rates and working out the average cost per hectare. For making part payments in each year, portion of basic rate for that year will be taken in to account

Note 2. The height growth to be attained by the seedlings at the end of every year is fixed taking in to account the general silvicultural conditions. However the Divisional Forest Officer may fix attainable height at the end of every year depending up on the site conditions and silvicultural requirements of the species planted.

00. 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.

00. 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.

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00. The contractor shall produce valid tax clearance certificates to the satisfaction of the Divisional Forest Officer before the final payment is made to him.
 00. In case the work is not satisfactory payments/bills either part or in full will be retained until satisfactory completion of the work.
 00. If in the course of working, it is found, by the Divisional Forest Officer that the progress of work and the timely execution 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.
 00. In case the work is abandoned mid way, all the bills due to the contractor will be impounded and Earnest Money Deposit 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.
 00. Transportation of goods should be done in a safe and controlled manner, displaying the safety data sheets wherever applicable.
 00. Any equipment/articles/installations like mist chamber etc 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/ installations 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.
 00. 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, 1961; Wildlife (Protection) Act, 1972 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 due to the Contractor besides making him liable for all loss which the Government may sustain in consequence of the cancellation of the contract.
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00. 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:
- 00 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.
 - 000 The Contractor should remit an additional security of Rs. _____ as fixed by the tender committee for the performance of the additional departmental works or works remain to be completed.
 - 0000 The contractor should hand back the area at the end of the extension period fully stocked and with the plants of height growth as specified by the Divisional Forest Officer.
00. 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.
00. If any amount becomes due to any workmen' or mazdoor engaged by the contractor as per Workmen's Compensation Act,1923 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 conditions of this agreement.
00. 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. 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 on land revenue under the provisions of the Kerala Revenue Recovery Act,1968 for the time being in force and in such other manner as the Government may deem fit.
00. The Divisional Forest Officers may add such other special conditions as would be deemed required considering the nature of circumstances of the work.

00. 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.
00. 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 or the Officer in charge of the Forest Circle whose decision thereon shall be final and legally binding on the contractor.

IN WITNESS THEREOF, the Parties have hitherto set their hands to the day, month and year first above written.

Signed by Sri.....

(PARTY OF ONE PART)

Signed by Sri.....

(PARTY OF OTHER PART)

In the presence of witnesses:

1

2.....

In the presence of witnesses:

1

2.....

Appendix 14

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 Taluk

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