

5. Maintenance of records and registers

Annexure -I

Register of Tender Schedules Sold

Circle :

Division :

Year :

Range :

Sl. No	Tender Notice No.	Name of the work	Name & address to whom Tender Schedules Sold	Cost of Tender Schedules	Data of remittance to Government Treasury	Amount of EM.D. Collected	Remarks

Annexure -II

Register of Tenders Received

Circle :

Division :

Year :

Range :

S.No	Tender Notice No.	Name of the work	Estimate No. & amount	Value of work put to tender	Name of the Tenderer	Value of the tender received	Whether %excess or less%	Initials of the officer opening the tender	Action Taken on the tenders
1	2	3	4	5	6	7	8	9	10

Annexure-III

Register of Registered Contractors

No	Class of Contractors	Monetary Limits Of Works (per work)	Registering Authority	Solvency Certificate /Fixed Deposit Receipt/ Surety	Past experience	Reg. Fee
	Class - I	Minimum of Rs. 10 lakh per work	Conservator of Forests	For atleast 10% of the monetary limit prescribed (Please see column 3)	Execution of works upto Rs 3 lakhs in a year out of past 5 years (This is optional if registration is being done for the first	Rs. 100

					time)	
	Class- II	Upto Rs. 10 lakh per work	Divisional Forest Officer	For atleast 10% of the monitory limit prescribed (Please see column 3)	Execution of works upto Rs 0.50 lakhs in a year out of past 5 years (This is optional if registration is being done for the first time)	Rs. 50

Form of Application for Registration of Contractors

To

D.F.O/Conservator of Forests

Sir

Sub: Contractor—Forest Department-Application for registration as Class-I/II

Contractor-submitted -reg

I.....Managing Partner of
(in the case or firm)and

Resident.....Village.....

..... Mandal.....District.....a

Registered Class.....Contractors.....of Govt/Corporation

etc., request you to kindly register my name /our firm as

..... Class Contractor and communicate suitable orders of registration.

2. In this connection, I enclose the following prescribed documents for your information

i). Treasury Challan No.....Dated.....for
Rs.....Creditable to the D.F.O.....Under the Head of Account “0406 Forestry
and Wild Life- 01- Forestry-8782 Cash remittances & adjustments between officers
rendering account to the same Accountant General-103 Forest remittances-(iii) 03 other
remittances-Registrations fees of Contractors/ Demand Draft No.....Dt.....drawn on
.....in favor offor Rs.....

ii). Solvency certificate issued by competent authority for Rs..... (The Solvency
certificate shall be not more than one year old)

iii)Fixed Deposit Receipt No.for Rs.....from(Name of the
Bank) (FDR shall be for the duration for which registration will be valid).

iv) Surety from

v). A list of works carried out by me in the past five years with their values certified by
any officer of the rank of Divisional Forest Officer or Executive Engineer or Equivalent
rank

vi). Certified copy of the partnership deed (In the case of firm)

Form for approval of registration of contractor

Proceeding No.....Dated.....

Present:

Sub: Contractor-Registration of Contractors –Orders—issued

Ref: 1)

The application received from the contractors referred to for Registration as Class-I, II contractors was examined. It is decided to register him as Class I, Class II contractor for ----- civil / Forest works/transport works in ----- area of Forest Department in A.P.

The Conservator of Forests /D.F.O accordingly register the name of the following contractor as Class I, Class II contractor qualified to tender for works costing above and upto Rs.....

In the terms of the rules prescribed and subject to the conditions stipulated:

Sl. No	Name and address of the contractor	Class

The Managing Partner/Partners of the firms if any, which are now registered as Class-I, II. Contractors shall intimate the changes in the partnership deed, if any and produce fresh Solvency Certificate in the name of the substituting partners. Failure to notify the changes to the registering authority within one month of such change will entail the firm to forfeit registration and further the firms will be debarred from tendering for works.

The Registration will be valid upto 5 years for the date of registration. The registering authority reserves the right to cancel or demote without notice and without assigning any reason.

Application for Renewal of Registration after 5 years, if desired should be submitted to the office before one month from the date of expiry of validity of registration.

Divisional Forest Officer/Conservator of Forests

To,

The Concerned

Form of Solvency Certificate by the Bank

I Managing Director/Manager/General
Manager/Agent ofBank Ltd., do hereby certify
that(here the Names and Address of the
contractor) to be solvent to the extent of
Rs.....(Rupees.....
...) as disclosed by the information and record which are available with the afore-said
Bank.

Date:

Place:

For the.....Bank

(Designation of the Officer authorized to sign)

Form of Solvency Certificate to be issued by Tahasildar

I.....Tahsildar, of
..... do hereby Certify, on being satisfied by the
examination of Revenue and other records and Local enquiries that
.....(here the name and
address of the contractor should be mentioned) is solvent to the extent of
Rs.....(Rupees.....
.....)

TAHSILDAR.
Seal of the Officer
Mandal

Date:

Place

Annexure :VI(A)

Form for deregistration of contractor - where contractor himself desires that his name may be removed.

To,

Sub: Removal of contractors from list of approved contractors

Dear Sir (s)

1. As desired by you, your name is removed from the approval list of contractors of his command/Area/Division/Circle/Unit/Project.
2. Action to release your security deposit/sending security bound amount is in hand

Yours faithfully

Copy to all concerned.

Annexure:VI(B)

Form for deregistration of contractor - For any other reason mentioned in the Manual

To,

Sub: Removal of contractors from list of approved contractors

Dear Sir (s)

Your name is hereby removed from the list of approved contractor of this Division/Circle/Unit/Project

Yours faithfully

Copy to all concerned.

Tender Notice (Forest Works & Civil Works Major & Minor)

Government of Andhra Pradesh
Forest Department

Ref No.-----Date-----

O/o The DFO/CF-----

Tenders are invited for the following works by DFO/ Conservator of Forests-----
-Division /Circle:

Sl.No	Estimate No. and Date	Nature of work & Physical units	Total estimated valued of work (mention in figures & words in Indian Rupees & Paise)	Estimated value of each physical unit	Total estimated value of work
1	2	3	4	5	6

1. Tenders should be submitted in the prescribed form (schedule). Tender schedules along with terms and conditions may be obtained from the O/o DFO/CF----- (give address) on payment of unrefundable amount of Rs.----- for each schedule before-----AM/PM (give time) on -----(give date –one day prior to last date for submission).
2. Tender schedules will be issued to the registered contractors of the Forest Department Tenderers who have not registered themselves as Forest Department Contractors have to furnish evidence of their good record and capacity to do work. If the department is satisfied about their good record and capacity to do work, then only the tender schedules will be supplied to the tenderers not registered with the Forest Department.
3. The cost of tender schedules may be paid by cash or Demand Draft drawn from any Nationalised Bank in favor of DFO -----(give address).
4. Application for the supply of tender schedules should be accompanied by E.M.D. of 1 % (in respect of major works costing more than Rs. 1.00 lakh) /1.5 % (in respect of minor works costing upto Rs. 1.00 lakh) of the estimated value of work put to tender either in the shape of crossed Demand Draft on any Nationalized Bank. Applications not supported with EMD as specified above will be summarily rejected and tender schedules will not be supplied.

5. The EMD of 1 % (in respect of major works costing more than Rs. 1.00 lakh) /1.5 % (in respect of minor works costing up to Rs. 1.00 lakh) shall be forfeited if the tenderer, after obtaining the schedule fails to submit his tender in time.
6. The balance EMD of 1.5% (in respect of major works) and 1% (in respect of minor works) should be remitted by the successful tenderer at the time of concluding the contract. In case of discount tenders, the tenderer has to produce Bank guarantee for the amount equivalent to the less percentage quoted as compared to the estimate value of the work at the time of concluding the contract. This Bank guarantee should be got revalidated by the contractor from time to time for the entire period of currency of contract.
7. The EMD will be refunded to the unsuccessful tenderer on application, after intimation of rejection of tender or two months after the expiry of last date prescribed for receipt of tender whichever is earlier.
8. The EMD of the successful tenderer will not carry any interest. It will be dealt with as provided in the tender schedule.
9. Employees in Government service should not participate in tenders either directly or indirectly.
10. The work site may be inspected before submission of Tender.
11. Rates shall be quoted in the prescribed format of the Tender Schedules clearly in Indian Rupees and Paise both in words and in figures.
12. Tender should be submitted in sealed covers duly super scribed with tender enquiry number with date of submission, last date and time of submission and name of work in the O/o DFO / CF -----(*give address*) before -----AM / PM (*give time*) on -----(*give date.*) No tender will be received after the closing date and time, under any circumstances and the Forest Department will not be responsible for any delay caused due to postal or any other reason.
13. The tenders received, will be opened at -----AM /PM (*give time*) on -----(*give date*) in the office of ----- (*give designation of the Officer in whose office tenders will be opened and the address*) by DFO / CF ----- or his nominee in the presence of the tenderers who may be present.
14. Conditional tenders are not accepted unless the tenderer who wishes to introduce any condition not specified in the tender document furnishes the financial effect of such condition and puts in a separate sealed cover indicating clearly on the top of the cover as to what the cover contains. Alternatively, the tenderer may quote his rate on the basis that no conditions other than those specified in the tender notice

would be accepted and indicate in a separate sealed cover the rebate he would offer if the department is prepared to accept any one or more conditions specified therein.

15. The DFO/CF -----reserves the right to cancel/withdraw whole or part of the above mentioned works without assigning any reason what so ever.

DFO/CF-----

Model form of Agreement (Major & Minor)

Articles of agreement made this.....day of20.....between..... (give name of Divisional Forest Officer) (herein after called the DFO which expression shall where the context so admits include his successors in Office and assigns) of the One part and -----of ----- (hereinafter called the contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part.

Whereas the Forest Department Government of Andhra Pradesh (hereinafter called the Government) are desirous of (Name of work and locality)..... and have caused an estimate of probable quantities contained in Schedule. A drawings and specifications describing the work to be done to be prepared.

And whereas the said Schedule A, drawings numbered serially 1 to..... Inclusive--- (Schedule B) and the specifications-(Schedule-C) have been signed by or on behalf of the parties hereto.

And whereas the Contractor has agreed to the retention by the Government of the earnest money of Rupees.....paid by him along with application for supply of tender schedules and at the time of concluding the agreement as security for the due fulfillment of the contract to the satisfaction of the D.F.O./C.F. or in the alternative as the D.F.O./C.F. may direct to deposit as security for the aforesaid purpose.

And whereas the Contractor has deposited with the D.F.O. / C.F. the sum of Rs..... by B.G. as additional security for the due fulfillment of the contract to satisfaction of D.F.O. / C.F. at the time of concluding the contractor.

And Whereas the Contractor has also signed the copy of the Forest Schedule of Rates, Andhra Pradesh Detailed Standard Specification and addenda volume thereto maintained in the Division office /C.F. office in acknowledgement of being bound by all the conditions of the clauses of the Standard Specifications mentioned therein.

And Whereas the Contractor has agreed to execute upon the subject to the conditions set forth in the FSR and CSSR and the Preliminary Specification of the Andhra Pradesh Standard Specifications and such other conditions as are contained in all the

Specifications forming part of this contract (hereinafter referred to as “the said conditions”) the work shown upon the drawings and described in the said specifications and set forth in schedule A as the “probable quantities” and comply with the rate of progress noted at the end of this Articles of Agreement for a sum of Rs.....or such other sum as may be arrived at under the clauses of the Standard Preliminary Specification relating to payment on lump sum basis / by final measurement at unit price”.

The Contractor should follow the time schedule scrupulously or as per the instructions of the officer concerned.

If the Contractor fails to carry out works as per the time schedule. If necessary these works will be carried out at the risk of the Contractor. EMD and FSD will be forfeited along with value of the work done but not paid for in respect of minor civil work. In addition, extra expenditure if any incurred in completing the balance work will be recovered from the contractor in respect of major works after following the procedure specified in tender schedules and also in respect of minor and major forestry works. Savings in execution of the balance work will accrue to Government.

Now it is hereby agreed as follows:-

1. In consideration of the payment of the said sum of Rupees.....(to be entered in words and figures) or such other sum as may be arrived at under the clause of the FSR, Standard Preliminary Specification relating to payment on lump-sum basis or by final measurement at unit prices, the Contractor, will upon and subject to the said condition, execute and complete the works shown upon the said drawings and described in the said specifications and to the extent of the probable quantities shown in the Schedule. A with such variations by way of alterations of, additions to, or deductions from, the said works and method of payment therefore as are provided for in the said conditions.
2. The term D.F.O in the said conditions shall mean Forest Officer in charge of the division having jurisdiction for the time being over the work, who shall be competent to exercise all the powers and privileges reserved herein, in favour of the Government or with the previous sanction of or subject to ratification by the officer who is competent to approve the contract in cases where such sanction or ratification may be necessary.
3. Time shall be considered as of the essence of the agreement and the Contractor hereby agrees to commence the work as soon as the agreement is accepted by competent authority as defined by the Andhra Pradesh Forest Department Code/

Rules and the site (or premises) is handed over to him as provided for in the said conditions and agrees to complete the work within.....months from the date of such handing over the site(or premises) and to show progress as defined in the tabular statement “Rate of Progress”, below, subject nevertheless to the provisions for extension of time contained on clause 59 of the Standard Preliminary Specification.

Month	Physical Progress %	Financial Progress %
1	2	3

4. The said conditions shall be read and constitute as forming the part of the this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively.
5. The DFO or his nominee in charge of the work shall be responsible for the correct setting out of all works but the Contractor shall provide at his own cost all labour, materials and staff required for so doing”.
6. 2.1/2 % of the total value of the estimated work will be kept as EMD. In addition FSD at 7 ½ % will be withheld from his running account bills for major works, out of which 5% will be released in final bill while crediting the remaining 2% under revenue deposits. The EMD and FSD of 2.5 % will be refunded after the payment of final bill and after defect liability period of two years for original major civil work and one year for maintenance civil work For minor civil work costing more than Rs.50,000 FSD will be with held for running account bills at 3 % of the value of work done. This FSD and EMD will be released after the payment of final bill to the contractor and the initial observation period of six months from the date of completion of the work.
However in respect of Forestry works EMD and FSD will be refunded after successful completion of the contract, payment of final bill and after defect liability period of six months in the case of original works and three months for maintenance works
7. The payment will be made in following installments: (Fix schedule of payment basing on milestones for the work)

Installment No	Event/Milestone	Amount to be paid (as per schedule of work)

Payments will be made after duly checking the quality and quantity of work. No interest will be paid for unforeseen delays in making payment to the contractor.

8. Advances can be paid against adequate surety (adequacy of surety shall be decided by the Conservator of Forests) with prior sanction of the Conservator of Forests and such advance shall not exceed the amount of Security Deposit paid by the Contractor and shall not exceed 80% of the payment due for the stage of work/schedule/ installment (milestone) as per schedule of payment prescribed for the contract for which such advance is paid. Such advance shall be adjusted against work done before advancing further on the same analogy as above. Prior sanction of the Conservator of Forests shall be taken at one time for all stages of payment for a given contract)
9. The quantities indicated for the purpose of calling tenders are only approximate and the payment will be restricted to the actual quantities after due measurements.
10. The works may be increased or decreased as per the field conditions etc., at the discretion of D.F.O/CF. In such case payments will be increased or decreased proportionately. However no increase will be permitted beyond 15% of the initially agreed specifications and targets.
11. The final payment will not be released unless 100 % survivals are shown for nursery works. The minimum height of seedlings will be 30cm excluding bag height. The plants with healthy growing tips only will be counted. The final payment which will at least the 25% of total tender value will be paid by the end of July, next year verifying the survival and growth of the plants
12. Unlike civil works the plantation operations are seasonal in nature and any delay in carrying out the operations may make the plants survival difficult and quality may deteriorate. As such if any inaction or delayed action affects the quality of the plant adversely, this factor also is taken into consideration either to reduce or deny the payment.
13. No deviation will ordinarily be permitted and the work as per schedule should be strictly followed. For any negligence, non performance or delay while dealing with the forestry works, the DFO.CF/ Agreement concluding authority has all the powers to suo-motu cancel the agreement withhold the payment to the extent the work is substandard or in-complete and can go ahead with balance programme by employing alternate tenderer by nomination basis or in the event of non-availability of the alternate person, the DFO himself will take up and complete the work to rescue the plantation from dying and extra cost incurred in the process will be recovered, from the

tenderer. The savings in the process will accrue to the Department. In such cases EMD/FSD and other amounts due to the contractor will also be forfeited.

14. The payment will be withheld at the end limiting to survivals at the discretion of the D.F.O

15. Income tax will be deducted as per rules on the amount payable to contractor to the extend of work executed by contractor and bills submitted from time to time.

16. In case of injury or death of any labour engaged by the tenderer for this work, the Contractor will be solely responsible and shall be liable for action under the relevant rules and the contractor shall pay the compensation that may be determined by any competent authority in this regard.

17. The Contractor shall be bound by A. P. Forest Act 1967 as amended from time to time and other Forest Acts and Rules as applicable.

18 All the conditions specified in the Tender schedule (*attach and attest copy of the same both by DFO/CF and Contractor*)

19 . Arbitration and dispute settlement:- Except as otherwise provided in the contract, all disputes and differences arising out of relating to the contract shall be referred to adjudication as follows:-

(1) (i) Settlement of all claims upto Rs, 50,000/- in value and below by way of Arbitration to be referred as follows:-

(a) Claims /bill up to 10,000/-	Conservator of Forests of another circle of A.P. Forest Department to be notified by the Prl. Chief Conservator of Forests.
(b) Claims /bill above 10,000/- and up to Rs. 50,000/-	Chief Conservator of Forests of the Forest Department other than the Chief Conservator of Forests in charge of the work in question to be notified by the Prl. Chief Conservator of Forests.

The Arbitration proceedings will be conducted in accordance with provisions of the Arbitration Act. The Arbitrator shall invariably give reasons in the award.

(ii) Settlement of all claims above Rs. 50,000/- in value: All claims above Rs.50,000/- in value shall be decided by a Civil Court of competent jurisdiction by way of regular suit and not by arbitration.

(2) A reference for adjudication under this clause shall be made by either party to the contract within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment.

Contractor's signature

Signature of DFO/CF

Witnesses:

- 1.
- 2.

In witness where of the Contractor (contractor's name) has hereunto set his hand and (Name and designation of DFO/CF) has hereunto set his hand the day year first above written.

Signed by contractor :

Address :

In the presence of witness :

Signed by on behalf of Government.

Designation :

In the presence of witness :

SCHEDULE-A

Schedule of Rates and Approximate Quantities

(a) The quantities here given are those, upon which the lump sum tender cost of the work is based, but they are subject to the alterations, omissions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the Andhra Pradesh Standard Specifications and other conditions or specifications of this contract.

It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the D.F.O and the cost calculated by measurement or weight, at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for work in situ and complete in every respect.

Item No.	Name of work (see tender notice)	Item of work	APSS/FSR Number	Physical units	Estimated rate	Total estimated value of the work for each item of work as in column 3	Total tender amount for the work for each item of work as in column 3	increase or decrease of tendered amount over estimated amount for the entire work as mentioned in column 2 in percentage, either (+), or (-) or (at par).
1	2	3	4	5	6	7	8	9

(Signature of Contractor)

SCHEDULE-B

List of Drawings

All drawings should be serially listed and attested by the contractor in the following Format

Sl.No.	Drawing number	Description	Signature of contractor

SCHEDULE-C

List of Specifications for the variation items of works supplementing those described in Schedule A.

Note1: The Contractor shall employ the following technical staff for supervising the work and shall see that one of them is always on site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.

Note 2: In the case the contractor is himself professionally qualified the above specifications should be suitably altered and in cases in which the Contractor selected has not undertaken to employ qualified men it should be scored out

Note 3:- if the Contractor fails to employ a technical subordinate as stipulated in tender and agreement bond the work will be suspended of the department will engage a technical person and recover the cost thereof from the contractor Even in cases where the department has not engaged a technical person, a fixed sum per man-sum towards the cost of technical subordinate will be recovered from the contractor. This sum will be fixed by the DFO and the decision of the DFO will be final.

Note 4:- Additional specifications if any which have to be entered in Schedule "C" should be entered below item (1) above and numbered continuously.

Model Tender Schedule (For Forestry, Minor and Major civil works)

Date:

To

The Divisional Forest Officer / Conservator of Forests-----,

Sir,

With reference to your Tender Notice in Ref No. -----Dt. ----- I ----
----- offer the following rates for the works mentioned.

(Note: Please quote rate either Plus (+) or Minus (-) (ie., overall uniform percentage) or

Item No.	Name of work (see tender notice)	Item of work	APSS/ FSR Number	Physical units	Estimated rate	Total estimated value of the work for each item of work as in column 3	Total tender amount for the work for each item of work as in column 3	Increase or decrease of tendered amount over estimated amount for the entire work as mentioned in column 2 in percentage, either (+), or (-) or (at par).
1	2	3	4	5	6	7	8	9

” At par” of estimated rates mentioned in the estimate)

Schedule (A)

E.M.D. details: Challan /D.D. No. _____Dt. _____Amount _____ Treasury /Bank

_____.

I have read and understood the terms and conditions and Estimates of tender notice issued by the Forest Dept., -----(date)----- and I hereby undertake to abide by all the conditions that may be prescribed in the tender notice and tender schedule.

Place:

Date:

Signature of the tenderer

Tenderer’s Address:

Name:-----Father’s Name-----H.No.-----Village-----

Mandal-----District-----Pin Code-----

Phone No. Area code-----Number-----

Terms and conditions

A. Tender offers:

1. Offers in the prescribed proforma of the schedules supplied by the Department only will be accepted.
2. Conditional tenders are not accepted. If a tenderer wishes to introduce any condition not specified in the tender documents the tenderer must submit the tender indicating the amount of tender and the conditions in separate sealed covers indicating clearly on the top of the covers what the cover contains viz., the tender of the special conditions in order to enable the officers receiving the tenders to open the sealed covers containing the conditions first. In the sealed covers containing the conditions, the tenderer must invariably indicate the definite financial effect of each of the condition. The financial effect so indicated will be taken into account in evaluating his tender and if the actual expenditure during execution is found to be more than that indicated by him, the excess expenditure will be to his account i.e., it will be adjusted in the bills to be paid to him. Alternatively the tenderer may quote his rates on the basis that no conditions other than those specified in the tender notice would be accepted and indicate in a separate sealed cover the rebates he would offer if the Department is prepared to accept or any one more conditions to be specified therein. In the absence of such clarifications, or such financial assessment, the tender will be deemed to be incomplete and is liable to be rejected.
3. The validity of the tender will be in-force for a period of two months from the date of tender or its acceptance whichever is earlier. During the above mentioned period no plea by the tenderer for any sort of modifications of the tender based upon or arising out of any alleged misunderstanding or misconception or mistake or for any reason will be entertained.
4. In consideration of the D.F.O undertaking to investigate and to take into account each tender and in consideration of the work there by involved, all earnest monies deposited by the tenderer will be forfeited to the Government in the event of such tenderer either modifying or withdrawing his tender at his instance within the said period of two months. Before the expiry of the validity period the authority competent to all for tenders shall seek further extension of validity from the tenderer. In case validity is not extended, his tender will not be considered and the EMD shall be returned.
5. 2.5 % of the total estimated value of the work put to tender will be kept as EMD. Out of this, EMD equivalent to 1% is to be paid at the time of application for supply of tender schedules in respect of major works and 1.5% is to be paid at the time of

application for supply of tender schedules in respect of minor works. When the tender is to be accepted, the tenderer whose tender is under consideration shall, attend the Division Office / Circle office on the date fixed by written intimation to him. He shall forthwith upon intimation being given to him by the D.F.O/C.F. of acceptance of his tender, make the balance E.M.D of 1 ½ /1% in one of the forms prescribed and sign an agreement for the due fulfillment of the contract. In case of discount tenders, the tenderer has to produce Bank guarantee for the amount equivalent for the less percentage quoted as compared to the estimate value of the work at the time of concluding the contract. This Bank guarantee should get revalidated by the contractor from time to time for the entire period of currency of contract. Failure to attend the Division Office on the date fixed in the written intimation as defined on this paragraph shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Government shall be the foundation of the right of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of Government.

6. The Tenderer shall examine closely the Andhra Pradesh Standard Specification, F.S.R. and also the Standard Preliminary Specification contained therein, and sign the Divisional Office/Circle office Copy of the Andhra Pradesh Standard Specifications, F.S.R.and its addenda volume in token of such study before submitting his tender unit rates which shall be for finished work in *situ*. He shall also carefully study the drawing and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. The Andhra Pradesh Standard Specification and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc., can be seen at any time between 11 AM and 5 PM in office of the D.F.O/C.F.....
7. Every tenderer is expected, before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarries if required, and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc., where from certain materials are to be obtained will be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials must comply with the relevant Standard Specification. Samples of materials as called for in the standard specification or in this tender notice or as required by the D.F.O.) C.F. in any case shall be submitted for the D.F.Os/C.Fs approval before the supply

to site of work is begun. If the contractor, after examination of the source of materials is of opinion that materials complying with the Standard or other Specifications of the contract cannot be obtained in quantity or sufficient quality from the source he shall so state clearly in his tender and state where from he intends to obtain materials subject to the approval of the DFO/CF.

8. The Government will not, however after acceptance of a contract rate pay any extra charges for lead or for any other reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "Preliminary Specification" regarding payment of seignorage, tolls etc.
9. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporation existence.
10. The responsibility to receive promptly all the communications rests fully on the tenderer himself.
11. Information on the following to be furnished along with tender.
 - a. Whether the tenderer is a limited Company/partnership firm if so, the name of the partners there of.
 - b. Bankers name and address.
 - c. Income tax permanent account number.
12. The tender shall be treated as incomplete if:
 - a. It contains any over writings, corrections, alterations not attested by the tenderer with full signature.
 - b. It contains any columns left un-filled.
 - c. It does not include his willingness to take up further maintenance, if required by the Department.
 - d. It does not contain the signature of the tenderer on the schedule and on each page of the terms and conditions it will be rejected.

No further correspondence will be entertained in this regard.

13. The tenderers or their agents are expected to be present at the time of opening of the tenders. The Tender Receiving Officer will, on opening each tender, prepare a statement of the attested and unattested corrections therein and hand it over to the

tenderer concerned and initial all such corrections in the presence of the tenderer. If any of the tenderers or their agents finds it inconvenient to be present at the time, then in such a case, the Tender Receiving Officer will, on opening the tender of the absentee tenderer, make out a statement of the unattested corrections and communicate it to him. The absentee tenderer shall then accept the statement of the corrections without any question whatsoever.

14. The cost of the tender schedules will not be refunded under any circumstances.
- 15.** The Forest Department reserves the right to accept or reject any tender or all tenders without assigning any reasons there of.
16. The tender shall be submitted in a sealed cover super scribed with tender notice reference no. and date etc., as mentioned in item 7 of Tender Notice.
17. Tenders offering a percentage deduction from or increase on the estimate amount, and those not submitted in proper form or in due time will be rejected. Rates or lump-sum amounts for items not called for shall not be included in the tender. No alteration which is made by the tenderer in the contract form, the conditions of contracts, the drawings, or quantities accompanying same will be recognized and, if any such alterations are made, the tender will be void.
18. The tenderer should work out his own rates on the basis of rates worked out by the department and the amount for each item and the total value of the contract.
19. Preference in the selection from among the tenders will be given, other things being equal, to those who are themselves, professionally qualified or who undertake to employ qualified men at their cost to look after the work. The tenderer should therefore state in clear terms, whether they are professionally qualified or whether they undertake to employ technical staff and if so, to give their professional qualifications or of the staff to be employed. In case the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention.
20. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alterations by omissions, deductions, or additions at the discretion of the D.F.O of the division, C.F. of circle or as set forth in the conditions of contract. The tenderer will, however, base his lump-sum tender on this schedule of quantities. The unit rates are those governing payment of extras or deductions for omissions according

to the conditions of the contract set forth in the preliminary specifications and author conditions or specifications of this contract.

21. The tenderer should indicate his willingness to do the work at the estimated value of the work or at a percentage in excess of the estimated value of the work or at a percentage less than the estimated value of the work. This schedule accompanying the lump-sum tender shall be written legibly and free from erasures over writings, or corrections of figures. Corrections where unavoidable should be made by crossing out initialing, dating and rewriting.
22. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time, as will be indicated by the D.F.O/C.F's certificates of the value of work done, will be required. Date of commencement of this Programme will be the date on which the site (or premises) is handed over to the contractor

Month	Physical Progress %	Financial Progress %
1	2	3

25. No part of the contract shall be sublet without written permission of the D.F.O/C.F. nor shall transfer be made by power of attorney authorizing others to receive payments on the contractor's behalf.

26. If further necessary information is required, the D.F.O of the division will be furnish such, information but it must be clearly understood that the tenders must be received in order, and according to instructions.

B. Deposits:

27. 2 .5 % of the total estimated value of the work put to tender will be kept as EMD. Out of this, EMD equivalent to 1% is to be paid at the time of application for supply of tender schedules in respect of major works and 1.5% is to be paid at the time of application for supply of tender schedules in respect of minor works. The balance of 1.5% / 1.% is paid by the successful tenderers at the time of concluding in the agreement.
28. In respect of major works, the FSD will be 7.½% of the total value of work done, and it will be 3 % for minor works costing more than 50,000. This F.S.D. at 7 ½ % or 3 % as the case may be will be with held from the running account bills of the contractor for due fulfillment of the contract.

29. In respect major Civil works where FSD is withheld at 7½ % of the value of work done from the running account bills, FSD of 5 % will be released in the final bill and the balance of 2½ %, FSD which is kept in revenue deposits and E.M.D will be released after payment of final bill and after defect liability period of 2 years for major original civil work and one year for major civil maintenance work. In respect of minor civil works refund of EMDs and FSDs will be made after the payment of final bill to the contractor and the initial observation period of 6 months from the date of completion of the works. The EMD and FSD shall be refunded after successful completion of the contract payment of final bill and after defect liability period 6 months in the case of original forestry works and 3 months in the case of forestry maintenance works.
30. The EMD of the unsuccessful tenderers will be refunded at the expiry of the period of validity of tender or entrustment of the work to the successful tenderer, whichever is earlier.
31. Request for adjustment of the bills pending for payment to the tenderer towards EMD and FSD of other works executed by the contractor and which are due for refund towards the EMD and FSD of this tender will not be accepted.
32. EMD can be paid in the form of Crossed DD in favour of-----(*give address and designation*). The DD should be valid for a minimum period of 6 months from the date of opening of the tenders. The successful tenderer shall extend the same for the duration of the contract, or till the EMD is returned.

C. Discount tenders

33. In case of discount tenders, the successful tenderers should furnish additional security at the time of concluding the contract in the form of Bank guarantee for the amount equivalent to the less or (-)/minus percentage quoted as compared to the estimate value of work put to tender. This bank guarantee should be got revalidated by the contractor from the bank from time to time for the entire period of validity of contract.

D. Agreement bond

34. Once the tender is accepted, it is deemed that the tenderer has accepted all the conditions that are detailed in the tender schedule and shall execute an agreement with the Department on stamped paper of Rs.100/- within 7 days from the date of the confirmation order.

E. Execution of works

35. The quality and quantity of work may be increased or decreased as per the field conditions at the discretion of the DFO/CF------. The contractor is bound to

execute all additional items of work contingent on the main work. Payment for all items of work in excess of the quantities shown in schedule of the tender or new items not included in the original estimate or for deducible item of work, shall be Standard Schedule Rates / Forest Schedule of Rates plus or minus overall tender excess / deficit accepted by the competent authority. (Standard Schedule Rate and Forest Schedule Rate mean the schedule of rates on which the sanctioned estimate was prepared).

36. The successful tenderer shall complete the work within the stipulated time as per the calendar of operations Specified in SSR/FSR.
37. Reasonable extension of time will be given by the Divisional Forest Officer / Conservator of Forests or by the officer competent to sanction the extension for unavoidable delays which in the opinion of Divisional Forest Officer / Conservator of Forests etc. are undoubtedly beyond the control of the contractor. If the contractor is guilty of delay in commencing or carrying on the work and fails to improve in spite of notice it shall be lawful for the Divisional Forest Officer / Conservator of Forests to determine the contract which shall entail forfeiture of security deposits (EMD & FSD) and other amounts due to the contractor. Further, it shall be open to Divisional Forest Officer / Conservator of Forests to have the balance of work carried out by the another contractor / departmentally at the risk and cost of the contractor in respect of minor and major forestry works and major civil works. However in respect of minor civil works, such determination entails forfeiture of deposits (EMD & FSD) and other amounts due to the contractor.
38. If the contractor by his own willful act or default suspends the work or sublet the work or a portion thereof without the sanction of Divisional Forest Officer / Conservator of Forests, shall neglect or fail to proceed with the work as laid down in schedule rate of progress, the Divisional Forest Officer / Conservator of Forests has powers to give notice in writing to the contractor asking him to proceed with the work according to terms of contract. Such a notice must specify the act / default on the part of the contractor. After such notice the contractor has no liberty to remove from the site of the work any plant / materials belonging to him. If the contractor fails to comply with the same for 7 days in the case of both minor and major forestry works and 14 days for major civil works after such notice has been given, the Divisional Forest Officer / Conservator of Forests can enter upon the work and take possession of work along with plant / material. The balance work will be got executed at risk and expense of the contractor in respect of major works.

39. The contractor should closely peruse all the specification clauses, which govern the rates, which he is tendering.
40. The contractor shall continuously maintain adequate protection to all his works from damage, etc.
41. The Forest Department shall not be responsible for any loss or damage occurred to the work including the damage caused due to natural calamities. No claim from the contractor for compensation on this account shall be entertained.
42. The Contractor will observe all safety and security regulations in respect of all the workers engaged by him. The contractor will observe all the Contract Labour Acts and Rules in force. He should make his own arrangements for housing, resting, insurance etc., to the staff and labour.
43. The Forest Department shall not be responsible for any accident occurring to his workmen or any other person during the progress of work. The Forest Department will not be liable to pay any compensation to the workmen employed in the execution of the work by the contractor under the Workmen's Compensation Act.
44. The tenderer shall ensure payment of minimum wages prescribed by the Government under relevant statute from time to time to the workers employed by him for carrying out the works tendered.
45. It shall be clearly understood that the Department shall not consider any compensation what so ever towards the idleness of contractor's labour, equipment, etc.
46. Reasonable extension of time will be given by the Divisional Forest Officer / Conservator of Forests or by the officer competent to sanction the extension for unavoidable delays which in the opinion of Divisional Forest Officer / Conservator of Forests etc. are undoubtedly beyond the control of the contractor. If the contractor is guilty of delay in commencing or carrying on the work and fails to improve in spite of notice it shall be lawful for the Divisional Forest Officer / Conservator of Forests to determine the contract which shall entail forfeiture of security deposits (EMD & FSD) and other amounts due to the contractor. Further, it shall be open to Divisional Forest Officer / Conservator of Forests to have the balance of work carried out by the another contractor / departmentally at the risk and cost of the contractor in respect of minor and major forestry works
47. If the contractor by his own willful act or default suspends the work or sublet the work or a portion thereof without the sanction of Divisional Forest Officer / Conservator of Forests, shall neglect or fail to proceed with the work as laid down in schedule rate of progress, the Divisional Forest Officer / Conservator of Forests

has powers to give notice in writing to the contractor asking him to proceed with the work according to terms of contract. Such a notice must specify the act / default on the part of the contractor. After such notice the contractor has no liberty to remove from the site of the work any plant / materials belonging to him. If the contractor fails to comply with the same for 7 days in the case of both minor and major forestry works after such notice has been give, the Divisional Forest Officer / Conservator of Forests can enter upon the work and take possession of work along with plant / material. The balance work will be got executed at risk and expense of the contractor.

48. The calendar of operations may be changed, modified or altered by the Forest Department as and when necessary to match the changing conditions.
49. The tenderer is responsible not only for carrying out individual operations timely but also responsible for the over all success of Plantations, Nurseries and Other Forestry works including Departmental Extraction works, Training programmes, work shops, study tours etc. which are carried out by him.
50. Details of operations have been indicated in the specification. However it is expected that the generally accepted silvicultural /Horticultural practices shall be followed even if the same are not specifically mentioned in the specification.
51. The Contractor shall employ experienced supervisors and workers and take care of pesticide and fertilizer application.

F. Measurement of works

52. The quantities in the tender schedules are only approximate and therefore the payment will be restricted to the actual quantities after due measurements and check measurement.
53. Measurements of the works done will be made according to the progress of the work and the same will be valued according to the tender rates. Metric system of measurement will be adopted for measuring and checking the works. It is to be expressly understood that the measured work is to be taken not according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the DFO and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works connected therewith. The rates quoted are for work in situ and complete in every respect.
54. The contractor shall provide all assistance required for making out the measurements of the works like laying of paths, landscaping, checking the measurements, etc.

55. All the rejected and substandard works shall be removed and redone at the cost of the contractor.
56. No FSD shall be withheld from the bills for works costing upto Rs. 50,000/-.
57. Employees in Government service should not participate in the tenders either directly or indirectly. If it is found at any stage that the contractor is a Government employee his contract will be terminated, forfeiting his FSD and EMD and all the money due to him in performance of the works besides initiating disciplinary action as per the Department rules.
58. The contractor shall attend joint inspection of plantation/Nursery works/Other forestry works including Departmental Extraction of Forest Produce, Training programmes, Work shops, Study tours etc. being carried out by him whenever required by the Departmental authorities.
59. The contractor has also to sign the FSR in token of acceptance of calendar operations and specifications of works.
60. No deviation shall ordinarily be permitted and the works as per schedule be strictly followed. For any negligence, non-performance or delay while dealing with the plantation/Nursery work and other forestry work, the officer in charge has got all powers to suo-motu cancel the agreement without assigning any reasons and withhold the payments to the extent the works are substandard or incomplete and can go ahead with the balance works by employing alternate tenderer, or in the event of non-availability of alternate tenderer the Department itself will take up the work and complete at the risk and cost of the original contractor. Any savings in this process would accrue to the Department. In such case, his contract with the Department will be terminated and he will be black listed. The EMD & FSD and the value of work done but not paid for will be forfeited to Government.

G. Payment

61. At any stage cumulative payment will not be more than actual work done.
62. All intermediate payments shall be treated as advance payments and are liable for deductions from subsequent and final bills.
63. All types of central and state Government taxes and royalties on work contract will be deducted at source as per the directions of Government from time to time from the bills of the contractor. Income tax will be deducted as per rules on the amount payable to the contractor to the extent of work executed by the contractor and the bills submitted from time to time.
64. Amounts if any due to the Department/Government from the tenderer for works done elsewhere, will be recovered from the intermediate/final bills of this work.

65. Payment will be made in suitable installments and after the work reaches safe stage as fixed by CF/DFO or his representative. Payment will be made after duly checking the quality of the work. (Payment schedule for Nursery & Plantation works is given below. Similar suitable schedule will be fixed for all other forestry works including Departmental Extraction of Forest Produce, Training programmes, Work shops, Study tours etc.).
66. The payment will be with held at the end, limiting it to the condition of the Nursery plantation etc., at the discretion of the officer in charge.

H. General

67. The Forest Department reserves the right to cancel or withdraw any unit, part of the unit or all the units of this tender notice /'schedule without assigning any reasons there for.
68. The DFO/CF (Agreement Concluding authority) at his discretion can extend the period of contract at the risk and cost of the contractor for compliance of the terms and conditions of this tender. In any case such extended period shall not be more than the original period of agreement.
69. Arbitration and dispute settlement:- Except as otherwise provided in the contract, all disputes and differences arising out of relating to the contract shall be referred to adjudication as follows:-
- (1) (i) Settlement of all claims up to Rs, 50,000/- in value and below by way of Arbitration to be referred as follows:-

(a) Claims /bill up to 10,000/-	Conservator of Forests of another circle of A.P. Forest Department to be notified by the Prl. Chief Conservator of Forests.
(b) Claims /bill above 10,000/- and up to Rs. 50,000/-	Chief Conservator of Forests of the Forest Department other than the Chief Conservator of Forests in charge of the work in question to be notified by the Prl. Chief Conservator of Forests.

The Arbitration proceedings will be conducted in accordance with provisions of the Arbitration Act. The Arbitrator shall invariably give reasons in the award.

- (ii) Settlement of all claims above Rs. 50,000/- in value: All claims above Rs.50,000/- in value shall be decided by a Civil Court of competent jurisdiction by way of regular suit and not by arbitration.

(2) A reference for adjudication under this clause shall be made by either party to the contract within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment.

70. In case of overpayment or wrong payment made if any, to contractors due to wrong interpretation of the provisions of the contract, such wrong payment will be deducted in subsequent or final bill or at any time hereafter from the deposits or from any other amounts due to the contractor for other Government works executed by him.

71. In addition to the conditions specified herein all other conditions will be as per general conditions of the contract of the Forest Department in force and the same forms part of the contract.

72. If the tenderers called for negotiations are not present at the time, date and venue for negotiations their EMD will be forfeited.

73. The contract will be extended at the risk and cost of the contractor, if the plants do not attain the prescribed height and growth till such time the plants attain the prescribed height and growth.

74. Penalties will be imposed and deducted from the outstanding bills of the contractor as per the decision by the DFO/CF (Agreement Concluding authority) for the following lapses/lacunae on the part of the contractor.

- a. for negligence in carrying out the time bound operations as per the annexure.
- b. for not rectifying the substandard works as pointed out by the Officer in charge from time to time.
- c. for frequent absence of watcher.
- d. for cattle movements in the field.
- e. for any illegal cutting of trees of the raised plantations during the contract period.
- f. for not carrying at the operations timely.

75. In case of lower survival percentage (less than 75 %) at the end of the contract, FSD and EMD will be forfeited either partially or fully at the discretion of the Officer in charge of the work and cuts at the discretion of the Department will be imposed from the bills payable to the contractor. However, for counting survival only plants with healthy growing tips will be counted. In case of nursery 100% stock as tendered should be handed over at the minimum height of 30 cm above the bag with healthy growing tips.