

**Procurement of Afforestation Works in  
Haliyal Division, Karnataka Forest  
Department**

**Framework Agreement (FA)**

**National Competitive Bidding Procedures**

*(Item Rate/Admeasurement Contracts in Afforestation works for Multi-user,  
Multi-contractor, Closed Panel FA set up through One Envelope Primary  
Procurement Bidding Process with Karnataka Public Procurement Portal)*

**Nov. 2024**

KARNATAKA FOREST DEPARTMENT,  
GOVERNMENT OF KARNATAKA

K-SHORE Project

**REQUEST FOR BIDS (RFB)**

Framework Agreement(s) for Afforestation Works in Haliyal Division, Karnataka Forest Department.

**NATIONAL COMPETITIVE PROCUREMENT**

*(Item Rate/Admeasurement Contracts in Afforestation works for Multi-user, Multi-contractor,  
Closed Panel FA set up through One Envelope Primary Procurement Bidding Process with  
Karnataka Public Procurement Portal)*

<b>RFB REFERENCE</b>	<b>: IN-KERS-FA 04-CW-RFB</b>
<b>START DATE OF DOWNLOADING OF BID DOCUMENT FOR SETTING-UP E-PROCUREMENT PORTAL</b>	<b>: 07.11.2024</b>
<b>LAST DATE FOR DOWNLOADING OF BID DOCUMENT FOR SETTING-UP</b>	<b>: 06.12.2024</b>
<b>FRAMEWORK AGREEMENT FROM E-PROCUREMENT PORTAL</b>	<b>: 07.11.2024</b>
<b>TIME AND DATE OF PRE-BID CONFERENCE</b>	<b>: 16.11.2024 @ 1600 hours IST</b>
<b>LAST DATE AND TIME FOR ONLINE SUBMISSION OF BIDS (Primary TECHNICAL PART ONLY)</b>	<b>: 06.12.2024 @ 1600 hours IST</b>
<b>TIME AND DATE OF ONLINE OPENING OF BIDS (Primary TECHNICAL PART)</b>	<b>: 07.12.2024 @ 1630 hours IST</b>
<b>PLACE OF OPENING OF BIDS</b>	<b>: Through KPPP e-procurement portal</b>
<b>BID INVITING OFFICE</b>	<b>: <u>Deputy Conservator of Forest (DCF), Haliyal Division for Forest, Haliyal</u></b>
<b>ADDRESS FOR COMMUNICATION</b>	<b>: <u>Deputy Conservator of Forest (DCF), Haliyal Division for Forest, Haliyal 581329, Uttar Kannada District, Karnataka.</u> Email ID: <a href="mailto:dcfhalval@gmail.com">dcfhalval@gmail.com</a> Phone: 08284 220128</b>

**GOVERNMENT OF KARNATAKA****K- SHORE PROJECT****Specific E-Procurement Notice****Request for Bids****to establish Framework Agreement(s) for Afforestation Works in Haliyal Division, Karnataka Forest Department****National Competitive Procurement**

(Primary Procurement, One-Envelope Bidding Process with KPPP)

**Framework Agreement Title:** AFFORESTATION WORKS IN HALIYAL DIVISION, KARNATAKA FOREST DEPARTMENT

**Loan No.:** To be assigned

**RFB Reference No.:** IN-KERS-FA 04-CW-RFB

1. The Government of India has received/has applied for financing from the World Bank toward the cost of the Afforestation Works, and intends to apply part of the proceeds toward payments under Call-off Contracts that may be awarded under the Framework Agreement(s) for Any Contract(s) awarded under a Framework Agreement will be jointly financed by International Bank for Reconstruction and Development (IBRD) and Government of Karnataka to be established through this RFB Primary Procurement process. This will be a Closed Panel Framework Agreement(s), and accordingly new contractors shall not be awarded Framework Agreements (FAs) during the Term of this FA(s).
2. The Deputy Conservator of Forest, Haliyal Division, now invites online Bids (Technical Part only) from eligible Bidders for afforestation works in division, Karnataka Forest Department detailed in the **Error! Reference source not found.**. The number of contracts, locations and execution periods required over the Term of the Framework Agreement are only indicative, and the actual contracts at call-off stage, if any, may vary widely as per the terms and conditions of the Framework Agreement.
3. This is a Multi-contractor, Multi-user Framework Agreement. A list of the Employers (Participating Employers in this case will be the concerned ACF of the respective Subdivisions of Haliyal Division) entitled to purchase under this Framework Agreement is provided in Section C.”
4. On being awarded a Framework Agreement the successful Bidder (FA Holder) is eligible to be awarded a Call-off Contract. The selection of a FA Holder to receive a Call-off Contract will be done through a Secondary Procurement process as defined in the Framework Agreement. However, the award of a Framework Agreement shall not impose any obligation on the Procuring Agency, and the Participating Employers, to procure

Works under a Framework Agreement. An award of Framework Agreement does not guarantee that a FA Holder will be awarded a Call-off Contract.

5. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the “Procurement Regulations for IPF Borrowers”, September 2023” (“Procurement Regulations”) of World Bank. The procurement process to award Call-off Contracts will also be governed by the World Bank’s Procurement Regulations. This FA is open to all eligible Bidders registered with the concerned State/central Government Departments or undertakings with afforestation work experience.
6. Under this Primary Procurement process, Bidders may submit Bids (Technical Part only) for one or more Packages (if so, specified in table below). Bidders are advised to note the minimum qualification criteria specified in ITB Clause 7 of the Instructions to Bidders to qualify for the award of the Framework Agreement.
7. The Framework Agreement shall be established for a Term of one year from the Commencement Date, and may be extended, subject to satisfactory performance, for a maximum of up to one (1) additional year (i.e. +1). The total Term of the FA shall not exceed initial term plus one year.
8. The bidding document is available online on [Karnataka Public Procurement Portal, Government of Karnataka’s e-procurement Portal \(kppp.karnataka.gov.in\)](https://karnataka.gov.in/kppp) hereafter referred as KPPP, from 07.11.2024 to 06.12.2024 for a non-refundable fee as indicated in the table below, through KPPP only. Bidders will be required to register on the KPPP. The bidders would be responsible for ensuring that any addenda available on the KPPP is also downloaded and incorporated.
9. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement for this Project, may obtain the same by registering with Karnataka Public Procurement Portal and have Digital Signature Certificate (DSC) from the concerned Authority. This e-procurement system shall be used to manage the following.
  - a) Issuing of Request for Bid (RfB)
  - b) Submission of Technical Proposal
  - c) Opening of Proposals (Technical)
  - d) Submission of queries/clarification by bidders
  - e) Acceptance/confirmation of proposal

A non-refundable fee as mentioned in KPPP e- procurement portal is required to be paid to participate in the bid process. The mode of payment shall be through the e-procurement portal.

10. Bids (Technical Part only) must be submitted online on [KPPP Portal \(karnataka.gov.in\)](https://karnataka.gov.in/kppp) on or before 1600 Hours IST on 06.12.2024 and the ‘Technical Part’ of the bids will be publicly opened online on the 07.12.2024 at 1630 hours IST, in the presence of the bidders through KPPP. Any bid or modifications to bid received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
11. All Bids must be accompanied by a Bid Security of the amount specified for the works in the **Error! Reference source not found.**, payable through KPPP and shall have to be valid f

or 45 days beyond the validity of the bid. Procedure for submission of bid security is described below.

The requisite bid Security shall be paid in e-Payment as specified in e-Procurement portal using any of the following payments modes.

- Credit card.
  - Direct debit
  - National Electronic Fund Transfer (NEFT).
- a) The bidders will be evaluated on confirming of receipt of the payment (bid security) in the Government of Karnataka Central pooling Account.
- b) The entire bid security for a particular tender has to be paid in a single transaction. it is responsibility of Bidders to ensure that payment through NEFT reaches GoK Bank before Bid submission date and time, through online payment.

12. A pre-bid meeting will be held on 16.11.2024 at 1600 hours IST hours at the office of DCF, Haliyal Division, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 5.3 of the Instructions to Bidders of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.

13. Other details can be seen in the bidding document. The Procuring Agency shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Procuring Agency shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

14. The address(es) referred to above is:

Deputy Conservator of Forest (DCF),  
Haliyal Division for Forest, Haliyal 581329,  
Uttar Kannada District, Karnataka.  
Email ID: [dcfhalyal@gmail.com](mailto:dcfhalyal@gmail.com)  
Phone: 08284 220128

Table 1: Afforestation works in Haliyal Division - package wise details

FA No.	Brief Description of FA	Cost of bidding document (INR)	Bid Security (INR)	Indicative Call-Off Contracts					
				Packages	Broad description of Work	Approximate Total Value of Works in the Package (INR. Excluding taxes)	Indicative No. of Call-off contracts	Approximate Period of Completion for each Call-off Contract	Any other Relevant Information
(1)	(2)	(3)	(4)		(5)	(7)	(8)	(9)	(10)
I	Advance work for afforestation of Indigenous fruit yield Plantations	As generated by KPPP e-procurement portal	24,500	Haliyal Sub division	Type of Plantations: Indigenous fruit yield plantations 1. Advance works includes ground clearance, preparing the ground to take up the plantation process. 2. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	97,97,076	8	1 year	Extent of Haliyal, Sambrani and Bhagwati range offices of forest, Haliyal Division, of Forest.
			21,000	Dandeli Sub division	Type of Plantations: Indigenous fruit yield plantations 1. Advance works includes ground clearance, preparing the ground to take up the plantation process. 2. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	83,97,494	6	1 year	Extent of Dandeli, and Virnolli range offices of forest, Haliyal Division, of Forest.

Table 1: Afforestation works in Haliyal Division - package wise details

FA No.	Brief Description of F A	Cost of bidding document (INR)	Bid Security (INR)	Indicative Call-Off Contracts					Any other Relevant Information
				Packages	Broad description of Work	Approximate Total Value of Works in the Package (INR. Excluding taxes)	Indicative No. of Call-off contracts	Approximate Period of Completion for each Call-off Contract	
(1)	(2)	(3)	(4)		(5)	(7)	(8)	(9)	(10)
			3500	Ganeshgudi Sub division	Type of Plantations: Indigenous fruit yield plantations 1. Advance works includes ground clearance, preparing the ground to take up the plantation process. 2. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	1399582	1	1 years	Extent of Barchi range office of forest, Haliyal Division, of Forest.

Deputy Conservator of Forest (DCF),  
Haliyal Division for Forest,  
Haliyal 581329,  
Uttar Kannada District, Karnataka.  
Email ID: [dcfhalyal@gmail.com](mailto:dcfhalyal@gmail.com)  
Phone: 08284 220128

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## **Section 1 – Instructions to Bidders**

## Section I. Instructions to Bidders

### 1. Scope of Bid

- 1.1 The DCF, Division, Haliyal, invites online Bids (Technical Part only) as part of the Primary Procurement process to establish Framework Agreement(s) for afforestation Works in Haliyal Division, Karnataka Forest Department, as indicated in the Table 2 below, to be awarded under a Secondary Procurement process for Call-off Contract(s), as specified in Section III of this RFB.

**TABLE**

*Table 2: Bid Details*

FA No. and Brief Description of FA	Package No.	Broad Description of Works	Approximate Total Value of Works in the Package (INR)	Indicative No. of Call-off Contracts (Refer Section II Works' Requirements for details)	Duration of FA
Advance work for afforestation of Indigenous fruit yield Plantations	Haliyal Sub division	Type of Plantations: Indigenous fruit yield plantations 3. Advance works includes ground clearance, preparing the ground to take up the plantation process. 1. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	97,97,076.00	8	1 year
	Dandeli Sub division	Type of Plantations: Indigenous fruit yield plantations 3. Advance works includes ground clearance, preparing the ground to take up the plantation process. 1. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	83,97,494.00	6	1 year
	Ganeshgudi Sub division	Type of Plantations: Indigenous fruit yield plantations 3. Advance works includes ground clearance, preparing the ground to take up the plantation process. 1. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	1399582.00	1	1 years

- 1.2 **Source of Funds:** The Government of India (hereinafter called the “Borrower”) has received/ applied for financing from the World Bank towards the cost of the project - Karnataka – Strengthening Coastal Resilience and Economy (K-SHORE). The Borrower intends to apply a part of the proceeds of the funds for eligible payments under Purchase Orders (if any) placed under the Framework Agreement(s) for which this document is issued.
- 1.3 Throughout this Bidding document:
- (a) **“Call-off Contract”** means a contract awarded under a Framework Agreement through a Secondary Procurement process, and entered into between the Procuring Agency/Employer and a FA Holder/Contractor, for the Afforestation Works;
  - (b) **“Closed Panel”** Panel means the group of FA Holders/Contractors that have been awarded Framework Agreements. A Closed Panel means that no new contractor(s) (i.e. a contractor that did not participate in the Primary Procurement process that established the Framework Agreement) may be added to the Panel during the Term of the Framework Agreement;
  - (c) **“Contractor”** means a Bidder that has been awarded a Framework Agreement through the Primary Procurement process and is eligible to be awarded a Call-off Contract;
  - (d) **“Framework Agreement (FA)”** is the document set out in Section III, and means the arrangement signed between the Procuring Agency (in its capacity as a Employer) and a successful Bidder (a FA Holder in its capacity as a Contractor);
  - (e) **“FA Holder”** means a successful Bidder that has been awarded a Framework Agreement through the Primary Procurement process;
  - (f) **“Multi-user Framework Agreement”** means a Framework Agreement where there is more than one Employer permitted to purchase through a Call-off Contract;
  - (g) **“Multi-contractor Framework Agreement”** means a Framework Agreement where there is more than one Contractor that has been appointed to the Framework Agreement Panel.
  - (h) **“Panel”** means the group of FA Holders/Contractors that have been awarded Framework Agreements;
  - (i) **“Participating Employer”** covers the situation where there is more than one Employer. The indicative list of Participating Employers is included in Section C;
  - (j) **“Primary Procurement”** means the procurement process followed by the Procuring Agency to establish the Framework Agreement(s) and appoint FA Holders;
  - (k) **“Procuring Agency”** means the agency that manages the Primary Procurement process and establishes the FAs. The Procuring Agency may also be a party to the Framework Agreement (in its capacity as a Employer);
  - (l) **“Employer”** means an agency that is permitted to award a Call-off Contract under the Framework Agreement. The terms ‘Employer’ and ‘Participating Employer’ are interchangeably used in this document to mean an agency that is permitted to award a Call-off Contract under the Framework Agreement;

- (m) **“Secondary Procurement”** means the process followed by a Participating Employer to select a FA Holder/Contractor, and award a Call-off Contract for afforestation works;
- (n) **“Term”** means the duration of a Framework Agreement. Where applicable, it also includes any extension(s) to the initial Term, if granted by the Procuring Agency.
- (o) **“Works”** means the works that the Contractor is required to perform under a Call-off Contract placed under a Framework Agreement. Details of such Works are set out in Section II, Works’ Requirements, and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Works also includes remedying of any defects.

## 2. **Fraud and Corruption**

- 2.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section IV.
- 2.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, Bid submission, proposal submission, Primary Procurement process, award of Framework Agreement, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Bank.

## 3. **Eligible Bidders**

- 3.1 A Bidder may be a firm that is a private entity, or a state-owned enterprise or institution. Joint Ventures are not permitted. Bidders that are state-owned enterprises or institutions may be eligible to compete and be awarded a Framework Agreement only if they can establish, that they (a) are legally and financially autonomous; (b) operate under commercial law; and (c) are not under supervision of the Procuring Agency or a Participating Employer.
- 3.2 Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
  - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Primary Procurement process; or
  - (e) any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency or Participating Employers or Borrower in implementing the Framework Agreement or a Call-off Contract; or

- (f) has a close business or family relationship with a professional staff of the Borrower or of the project implementing agency, or of the Procuring Agency or of any of the Participating Employers.
- 3.3 A Bidder shall not participate as a subcontractor under the FA. Such participation shall result in the disqualification of all Bids in which the bidder is involved. A firm that is not a Bidder, may participate as a subcontractor in more than one Bid.
- 3.4 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section IV paragraph 2.2 d., shall be ineligible to be awarded a Bank-financed Framework Agreement or Call-off Contract or benefit from a Bank-financed Framework Agreement or Call-off Contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.
- 3.5 Bidders and any import of Goods or contracting of works or services from a country may be ineligible, if commercial relations are prohibited by Government of India with that country (a) as a matter of law or official regulations or (b) by an act of compliance with a decision of the United Nations Security Council.

#### **4. Sections of Bidding Document for setting up Framework Agreement**

- 4.1 The bidding document includes the sections specified below, and which should be read in conjunction with any Addenda issued by the Procuring Agency.
- Section I - Instructions to Bidders (ITB)
  - Section II - Works' Requirements
  - Section III – Framework Agreement (FA)
  - Section IV – Fraud and Corruption
  - Section V – Sample Forms including Price Schedules

##### **FA Annexes and Schedules**

Section A: Framework Agreement - Provisions (FA Provisions)

Section B: Invitation to Quote

Annex 1: Employer's Requirements (Secondary Procurement)

Annex 2: Quote Form (Secondary Procurement)

Annex 3: Call-off Contract for Execution of Works

Schedule I: List of Works to be executed under the Call-off Contract

Section C: List of Participating Employers

- 4.2 The bid document is available online on the e-procurement system [KPPP Portal \(karnataka.gov.in\)](http://KPPP Portal (karnataka.gov.in)). The bid document can be downloaded free of cost from the *e-procurement website portal*; however, the bidder is required to pay towards the cost of bid document for participation through e-procurement online portal.

- 4.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.

## 5. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 5.1 The electronic bidding system [KPPP Portal \(karnataka.gov.in\)](http://KPPP Portal (karnataka.gov.in)) provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Procuring Agency online or raise its inquiries during the pre-Bid meeting if provided for in accordance with ITB 5.3 below. Clarifications requested through any other mode shall not be considered by the Procuring Agency. The Procuring Agency will respond to any request for clarification, provided that such a request is received or before the Prebid meeting. Description of clarification sought, and the response of the Procuring Agency shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Procuring Agency shall amend the bidding document following the procedure under ITB 5.4. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
- 5.2 The Bidder is advised to visit and examine the Site(s) of Works and its surroundings and obtain for itself all information that may be necessary for preparing the bid for award of FA, and for award and performance of any Call-off contract for Afforestation Works.
- 5.3 The Bidders are invited to attend a pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 5.4 At any time prior to the deadline for submission of bids, the Procuring Agency may amend the bidding document by issuing addenda. Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. The addenda will appear on the e-procurement system under "Latest Corrigendum", and Email notification is also automatically sent to those bidders who have started working on the tender. The Procuring Agency shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- 5.5 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may, at its discretion, extend the deadline for the submission of Bids.

## 6. Documents Comprising the Bid at Primary Procurement Stage

- 6.1 The Bid (Technical Part only) shall comprise the following:
- Letter of Bid** in the format given in Section V, without any alteration to the text;
  - Cost of Bid Document** in accordance with ITB Clause 4.2;
  - Bid Security** in accordance with ITB Clause 10;
  - Bidder's Eligibility:** documentary evidence in accordance with ITB 3 establishing the Bidder's eligibility to Bid;
  - Qualifications:** documentary evidence in accordance with ITB Clause 7 and ITB Clause 14, to establish its qualifications to be awarded a Framework Agreement

and perform Call-off contract(s) if awarded, in the corresponding information sheet included in Section V, Sample Forms;

- (f) Original affidavit regarding correctness of information furnished with bid document;
- (g) **Registration:** Bidder Registration certificate (as per RFB); and

*Note:* Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Bid (Technical Part), the Bid shall be declared non-responsive.

- 6.2 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid for award of a Framework Agreement, and for award and performance of any Call-off Contract.
- 6.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 6.4 The Bid, as well as all correspondence and documents relating to the Bid shall be written in English.
- 6.5 The Letter of Bid (Technical Part only) and all documents listed under Clause 6.1, shall be prepared using the relevant forms furnished in Section V.
- 6.6 Bid (Technical Part only) including the Letters of Bid shall be submitted online on e-procurement system KPPP Portal (karnataka.gov.in). Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB Clauses 6.1 and 6.7 should also be uploaded on this website.
- 6.7 Bidder shall submit all forms and relevant information only through KPPP e-procurement portal only.

## 7. Qualification of the Bidder

- 7.1 **Documents Establishing the Eligibility and Qualifications:** The Bidder shall provide qualification information which shall include;
  - a) total monetary value of afforestation works performed for each year of the last 3 years;
  - b) Report on his financial standing; and
  - c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.
- 7.2 **Qualification Criteria:** to qualify for award of the FA Agreement, the bidder.
  - a) should possess experience in afforestation projects (advance works, Purchase of Polythene bags and raising seedlings) related to indigenous fruit yielding plantation. Preference will be given to those with experience specifically in the coastal belts of the Western Ghats in India. This FA is open to all eligible Bidders registered with the concerned State/central Government Departments or undertakings with afforestation work experience. Eligible candidate must have

held the role of prime contractor, joint venture (JV) member, subcontractor, or management contractor for a minimum of five years, starting from 2019.

b) Should have satisfactorily completed as per the table below for each package.

Package 1 – Haliyal Sub division	<p>a) should have satisfactorily completed as a prime contractor, JV member, subcontractor, or management contractor at least 2 number of similar works each of value not less than INR 12.50 lakhs in the last 5 years or in aggregate of INR 26 lakhs of similar works.</p> <p>f) should submit audited financial statements acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>
Package 2 – Dandeli Sub division	<p>a) should have satisfactorily completed as a prime contractor, JV member, subcontractor, or management contractor at least 1 number of similar works each of value not less than INR 14 lakhs in the last 5 years or in aggregate of INR 14 lakhs of similar works.</p> <p>f) should submit audited financial statements acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>
Package 3 – Ganeshgudi Sub division	<p>a) should have satisfactorily completed as a prime contractor, JV member, subcontractor, or management contractor at least 1 number of similar works each of value not less than INR 14 lakhs in the last 5 years or in aggregate of INR 14 lakhs of similar works.</p> <p>f) should submit audited financial statements acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p>

Commented [VA1]: Or in aggregate of INR 52 Lakhs of similar works.

If any contractor has larger works with fewer numbers also eligible.

Commented [sN2R1]: Noted and complied

- c) should have achieved in at least one year an average annual turnover (in afforestation works of similar nature only) of value not less than Rs. 100 lakhs in the previous three financial years (counting backwards from latest completed audited financial year);
- d) should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/Undertakings.
- e) availability of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments sufficient to meet the cash flow requirements which may be made under the Call-off Contract, of not less than INR 15 lakhs about 3 months cash flow at peak period.
- g) should submit audited financial statements acceptable to the Employer, for the last 3 years to demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.

## 8. Bidding at Primary Procurement Stage and Secondary Procurement Stage

### 8.1 Primary Procurement Stage

At the Primary Procurement Stage, the bidder shall submit only Letter of Bid (Technical Part) only and no price bid shall be submitted by the him. If the bidder submits the Price Bid, his bid will be treated as non-responsive to the conditions of the Framework Agreement, and hence, will be rejected.

### 8.2 Bid Prices at Secondary Procurement Stage

The Secondary Procurement applies to the selection of a FA Holder/ Contractor for award of a Call-off Contract under this Framework Agreement. The applicable Secondary Procurement method is specified in Section III – Framework Agreement.

## 9. Period of Validity of Bids

9.1 Bids shall remain valid for 120 days after the deadline date fixed for online Bid submission. A Bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

9.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 10, it shall also be extended for forty-five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid but will be required to extend the validity of his bid security for a period of the extension, and in compliance with Clause 10 of ITB in all respects.

## 10. Bid Security

10.1 The Bidder shall furnish **bid security** as part of Bid (Technical Part). The amount of bid security is given in the Table 1 against each package.

The requisite bid Security shall be paid in e-Payment as specified in e-Procurement portal using any of the following payments modes.

- Credit card.
- Direct debit
- National Electronic Fund Transfer (NEFT).

The bidders will be evaluated on confirming of receipt of the payment (bid security) in the Government of Karnataka Central pooling Account. The entire bid security for a particular tender shall be paid in a single transaction. It is responsibility of Bidders to ensure that payment if made through NEFT is received by the Bank before Bid submission date and time, through online payment.

10.2 The Bid Security may be forfeited:

- a. if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or
- b. if the Bidder does not accept the correction of its Bid Price pursuant to ITB 14.2; or

- c. if the successful Bidder fails to sign the Framework Agreement or furnish the required Performance Security in accordance with ITB Clause 19.

10.3 The Bid security of unsuccessful bidders will be returned as promptly as possible once the successful Bidder(s) signs the Framework Agreement(s), and furnishes the required performance security.

10.4 The Bid Security of the successful Bidder(s) shall be returned as promptly as possible once the successful Bidder(s) has signed the Framework Agreement(s) and furnished the required Performance Security.

#### **11. Online Submission of Bids (Technical Part Only)**

11.1 Bids (Technical Parts only) shall be submitted online on the e-procurement system (<https://kppp.kar.gov.in>) on or before 03.12.2024 at 1600 hours IST. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on the KPPP. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC - 3). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

11.2 The completed bid comprising of documents indicated in ITB 6, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

11.3 Bids (Technical Part only) must be uploaded online no later than the date and time 03.12.2024 and 1600 hours IST or as extended in accordance with ITB 5.5.

11.4 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

11.5 Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

11.6 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for

bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed.

- 11.7 Bids requested to be withdrawn in accordance with ITB 11.6 shall not be opened.
- 11.8 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 10.2.

## **12. Bid Opening at Primary Procurement Stage**

- 12.1 The Procuring Agency shall publicly open all Bids (Technical Part only) received by the deadline immediately after the date and time as specified in ITB 11.1, in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. In all cases, original documents submitted as specified in ITB 6.7 shall be first scrutinized, and Bids (Technical Part) that do not comply with the provisions of ITB 6.7 will be declared non-responsive and will not be opened. Thereafter, bidders' names, the presence or absence of a Bid Security or Bid Securing Declaration, if one was required, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.
- 12.2 In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
- 12.3 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Bids (Technical Part), that are opened at Bid opening shall be considered further for evaluation. The Procuring Agency shall publicly open and read out, all Bids received by the deadline for bid submission, at the date, time and place specified in ITB Clause 11.3 above or promptly thereafter, in the presence of Bidders or their designated representatives.

## **13. Confidentiality**

- 13.1 Information relating to the evaluation of Bids and recommendation for selection of Panel for award of Framework Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the award of Framework Agreement(s) to the successful Bidder(s) is announced. From the time of Bid opening to the time of award of Framework Agreement, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.
- 13.2 Any effort by a Bidder to influence the Procuring Agency in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Bid.

## **14. Evaluation of Bids (Technical Part) at Primary Procurement Stage**

- 14.1 The Procuring Agency will evaluate and compare the bids (Technical Part only) determined to be substantially responsive i.e. they
  - (a) conform to the terms and conditions of the bidding document, specifications and drawings without material deviation, reservation, or omission;

- (b) meet the qualification criteria specified in ITB Clause 7 above; and
- (c) are properly signed.

- 14.4 The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in ITB Clause 7, or any other firm(s) different from the Bidder.
- 14.5 An affirmative determination of qualification shall be a prerequisite for award of Framework Agreement(s) to the Bidder(s).

### **15. Framework Agreement Award Criteria**

- 15.1 The Procuring Agency will award the FAs to the bidders whose bids have been determined to be substantially responsive and (a) who meet the specified qualification criteria; and (b) who are geographically located or are operating in the region in which works under the FA are to be executed [*Note: include (b) only if required else delete (b)*], as follows:
- (a) All Bidders shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.
  - (b) The Procuring Agency will conclude a Framework Agreement with all the Bidders ranked 1 above with minimum 3 and maximum 7 bidders.
  - (c) If the number of bidders so selected for award of Framework Agreement is less than that minimum number indicated above, the Procuring Agency may decide to annul this bidding process, review the causes thereof, make appropriate revisions to the bidding document, and re-invite bids.
- 15.2 This is a Multi-user, Multi-contractor, Closed Panel Framework Agreement for a Term of one year which may be extended subject to satisfactory performance for a maximum of up to two (2) additional years on yearly basis. New contractors (those who have not participated in this Bidding process) will not be able to join the Framework Agreement Panel during the Term of the Framework Agreement.
- ### **16. No Obligation to Purchase**
- 16.1 The award of a Framework Agreement shall not impose any obligation on the Procuring Agency and/or Employer(s) to procure any Works under the Framework Agreement.
- ### **17. Non-exclusivity**
- 17.1 A Framework Agreement shall not be an exclusive agreement, and the Procuring Agency and/or Employer(s) reserve the right to procure the same or similar items from other contractors who are non-FA Holders.
- ### **18. Award of Framework Agreement(s)**
- 18.1 Prior to expiration of the bid validity period, the Procuring Agency shall notify the successful bidder(s), attaching the Framework Agreement for signature by the Bidder(s) who shall sign, date and return the Framework Agreement(s) and furnish the performance security in original form in accordance with ITB Clause 19, within 21 days of receipt of the same.

- 18.2 In case of Multi-user Framework Agreement, the Procuring Agency shall sign each Framework Agreement on behalf of all Participating Employers.
- 18.3 Notwithstanding the above, the Procuring Agency reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of FA(s), without thereby incurring any liability to Bidders. In case of annulment, the Bids submitted including the Bid securities, shall be promptly returned to the Bidders.

## 19. Performance Security

- 19.1 The amount of Performance Security shall be as given in Table 3.

Table 3: Package wise Performance Guarantee Amount (INR)

Package No.	Name of the package	Performance Security in INR
1.	Haliyal Subdivision	98,000.00
2.	Dandeli Subdivision	84,000.00
3.	Ganeshgudi Subdivision	14,000.00

The performance security shall be valid up to 45 days after the date of completion of performance obligations under the FA and all Call-off contracts including the defects liability period, in one of the following forms;

An unconditional bank guarantee in the Performance Security Form given in Section V, or a cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Procuring Agency, issued by a nationalized/scheduled bank located in India.

- 19.2 Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security.

## 20. Defects Liability

The "Defects Liability Period" for the works awarded at Call-off stage six months from the date of taking over possession or plantation period (starting from June mid to August) whichever occurs later. During this period, the contractor will be responsible for rectifying any defects viz. improper dweeding/ground clearance, pit size and samplings/cutting not in adherence with specification issued during call off contract stage etc. in construction free of cost to the Procuring Agency/ Employer.

## 21. Method and criteria for Award of Call-off Contract

- 21.1 The Secondary Procurement method for the selection of a FA Holder to undertake a Call-off Contract shall be as follows:

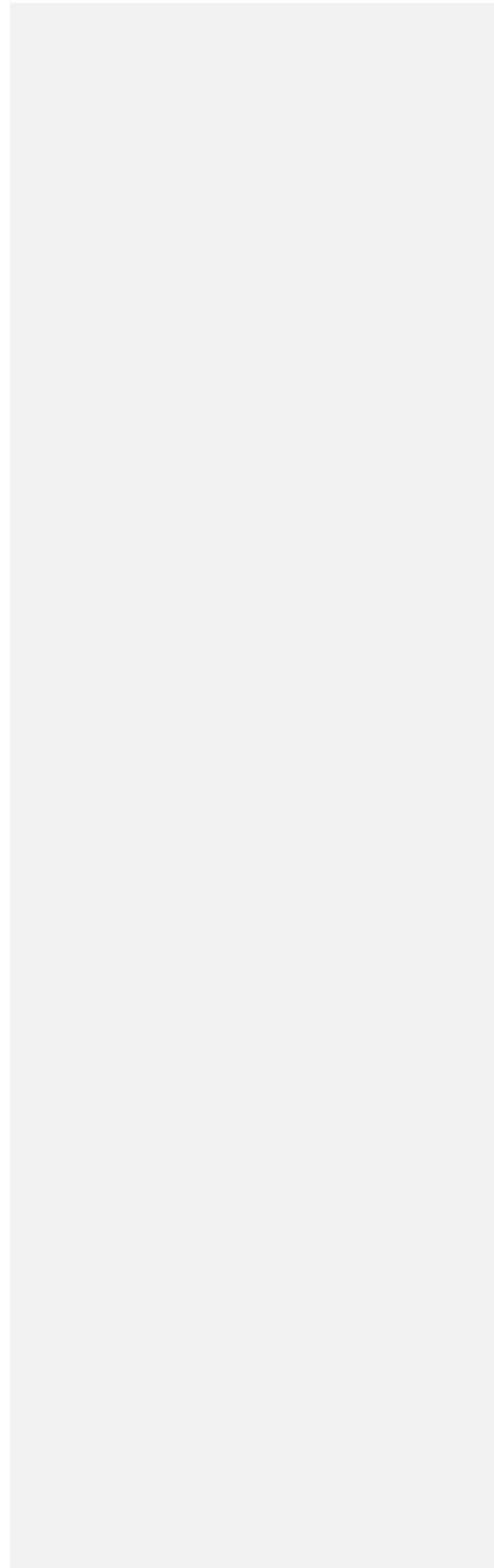
### Option I: Mini competition among FA Holders:

- 21.2 Employer will invite competitive quotes from all the FA Holders and award the Call-off Contract through e-procurement portal based on the lowest evaluated cost. During this process FA Holders shall conform to the requirements specified in Section III Framework Agreement for Works without any reservation or request for change in these requirements. Provided always that the FA Holder must continue to be qualified

and eligible, and the Employer may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.

**Option 2: Mini-competition among FA Holders based on Location (Region)**

- 21.2 Employer will invite competitive quotes from the FA Holders that are best able to deliver based on their location (region) and the location (region) where the Works are to be delivered, and award the Call-off Contract based on the lowest evaluated cost. During this process FA Holders shall conform to the requirements specified in Section III Framework Agreement for Works without any reservation or request for change in these requirements. Provided always that the FA Holder must continue to be qualified and eligible, and the Employer may require, at the Secondary Procurement stage and award of Call-off Contract, evidence of continued qualification and eligibility.
- 21.3 **Adjustment to the Call-off Contract Price:** The Call-off Contract Price at the Secondary Procurement stage shall not be subject to price adjustment unless specified otherwise in Framework Agreement, Section III: Framework Agreement.



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## **Section II – Works' Requirements**

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### 1. Introduction:

As befits a country of 1.4 bn people with a fast-growing middle class, India's plastic waste crisis is of enormous scale. The government's Central Pollution Control Board (CPCB) estimates that 3.5m million tons of plastic waste is generated each year in the country. The crisis is also growing steadily, per-head plastic waste generation has doubled in the past five years, according to the CPCB. It should, then, be no surprise that India is one of the world's main sources of plastic pollution.

Such figures indicate that India's existing plastics management infrastructure and systems are not up to the task of stemming the tide of plastic waste polluting the country's lands and waters. Sustainable and innovative solution to address the growing concern of plastic pollution in our forests. Plastic waste, particularly blue plastic materials, pose a significant threat to our ecosystem, wildlife, and the overall health of our coastal ecosystems.

It is imperative that we take proactive measures to mitigate this issue and protect our natural environment. Government of Karnataka clearly recognize the gravity of this crisis, hence, announced India's first ever "Blue Plastic Management Scheme" in its budget 2022. This scheme considers the whole chain of plastic from its production through to distribution, use, and disposal. The Scheme is intended to address the problems of plastic pollution due to the usage and dumping of plastics into the water resources. With special emphasis and focuses on managing and reducing blue plastic waste in our river ecosystems through the establishment of vegetative traps. With a vision that such vegetative traps will not only capture and contain plastic debris but also promote the growth of vegetation, contributing to the restoration of our coastal ecosystems.

### Major Rivers

The Kali River or Kaali Nadi is a river flowing through Uttara Kannada district of Karnataka state in India. The river rises near Kushavali, a small village in Uttar Kannada district. The river supports the livelihoods of tens of thousands of people including fishermen on the coast of Karwar. There are many dams built across this river for the generation of electricity. One of the important dams build across Kali River is the Supa Dam at Ganeshgudi. The river runs 184 kilometers before joining Arabian Sea and has catchment area of 5085.9 sq. km spread across districts of uttar Kannada, Dharwad and Belagavi.

The Kali River has its origin near the village of Kushavali of Joida Taluka, in the Western Ghats and flows eastwards into the Supa Dam Reservoir, where it is joined by the Pandri River from the left (north). The Kali exits at Supa Dam near Kurandi then flows east towards Dandeli. Passing south of Dandeli, the Kali River flows southeast into the Bommanalli Reservoir, exiting at the dam and flowing east between the villages of Kegdal on the right (south) and Bommanalli on the left (north). After the village of Bommanalli the Kali turns south and is joined by the Tattihalla River from the left (west). Controller and Tunnel is there in Bhagavathi. At that point the Kali turns west and flows through a gorge which ends at Sathodi Falls below Sykes Point. The Kali is then joined by the Kaneri River from the right (north), and flows south-southwest into Kodalalli Reservoir. Leaving that reservoir, the Kali River flows west and is joined by the VukiHalla from the right (north). Whence it flows southwest into the Kadra

Reservoir, and is joined by the Thana Halla just below the dam at Kadra. From Kadra, the Kali flows west through marshland to join the Arabian Sea near the town of Karwar. The river flows entirely through the district of Uttara Kannada. There are three subdivisions as Table 4 below.

Table 4: Classification on Haliyal Division of Forest Department

Division name	Subdivision Name	Range office name
Haliyal Division	Haliyal Sub division	1. Haliyal 2. Sambrani 3. Bhagawati
	Dandeli Sub division	1. Dandeli 2. Virnoli 3. Joida
	Ganeshgudi Sub division	1. Barchi 2. Jagalbet 3. Tinaighat

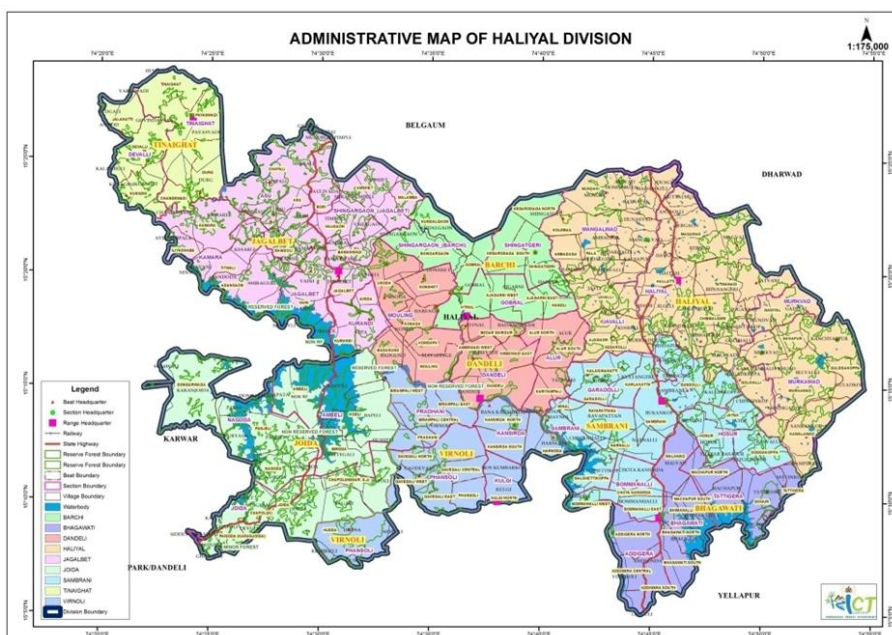


Figure 1: Haliyal Division with its range details

## 2. Karnataka Strengthening Coastal Resilience and the Economy (K-SHORE)

**K SHORE Project**, initiated by the World Bank and the International Finance Corporation (IFC) in collaboration with the Government of Karnataka, aims to enhance coastal protection and conservation, improve livelihood opportunities, and reduce marine plastic pollution in coastal communities. This initiative underscores a comprehensive approach to safeguard coastal ecosystems while supporting the socioeconomic development of local communities and reduce the threats to marine and coastal resources from pollution especially plastic waste. This project will be implemented in three coastal districts i.e. Dakshin Kannada, Udupi and Uttara Kannada, of the state. Spanning five years from 2024 to 2029, the project is structured around four key components:

1. ***Strengthening Institutions for Integrated Coastal Zone Management***  
This component aims to enhance the state's capacity for climate-resilient research, planning, and decision-making in managing coastal and marine resources. It will focus on building institutional capabilities to address the challenges of climate change and sustainable development in coastal zones.
2. ***Shoreline Management, Coastal Protection, and Conservation***  
This component seeks to improve the ecological sustainability and resilience of both physical and natural coastal assets. Key objectives include:
  - a) Reducing coastal erosion and its impacts.
  - b) Preserving the ecological functions of coastal ecosystems and landscapes to protect communities from environmental and climate-related hazards.
  - c) Strengthening environmental and ecosystem monitoring systems to support informed decision-making.
3. ***Improving Livelihoods for Natural Resource-Dependent Communities***  
This component will promote climate-resilient and adaptable development strategies in coastal communities, helping to enhance livelihoods that are dependent on natural resources.
4. ***Enhancing Marine Pollution Management and Plastic Circularity***  
Aimed at reducing pollution threats to marine and coastal ecosystems.

The Karnataka Forest Department is one of the key implementing agencies identified for this project. It is responsible for conducting afforestation activities in riparian zones and coastal belts to conserve biodiversity, prevent soil erosion, improve habitat quality, and shield coastal communities from direct ocean winds and its affects.

The Haliyal Forest Division is carrying out afforestation efforts by planting eight species of trees at carefully selected sites, as identified by the Range offices. These afforestation efforts are designed to strengthen the region's ecological resilience.

### 1. Augmentation of Indigenous species

The west flowing rivers like Kali River catchment areas lie in the Haliyal forest division. Their perennial flow is essential for the sustenance of life forms. Much of the river banks are with moist deciduous to semi evergreen forests. But there is high degradation in some of the areas. These areas need to be treated. Afforestation of these areas is very important to sustain the health of the forests, so that, the rain water is made to flow through forest floor slowly trickling to the rivers. Local natural tree seedlings can be planted in the degraded areas so as to get good forests. There is need for mixing of compatible species which are suitable to site conditions. The area needs to be protected from local people and cattle damage. Also, there is need for

planting of canes which are shade bearers and which can be planted in the degraded areas to treat the area. In addition to afforestation, one km stretch on either side of the river should be mechanically treated using physical structures. Low-cost Gully checks and gabion structures can be adopted in the sloppy areas and streams to make rain water to slow down, infiltrate/percolate in the forest floor and increase the water yield in the rivers after monsoon period.

In addition to the forest land, there is small pockets of private land holdings in one km either side of the rivers, it is very important to treat private lands also in cooperation with local farmers. Incentivized agro-forestry models can be tried in the farmer's field as its being done in Krishi Aranya Protsaha Yojane of Forest Department

The names of the species under each type of plantation is as given below.

K SHORE		
Sl. NO.		Scientific name
A	INDEGENOUS	
1	Beete	<i>Dalbergia latifolia</i>
2	Honne	<i>Pterocarpus marsupium</i>
3	Nandi	<i>Lagerstroemia lanceolata</i>
4	Kindal	<i>Terminalia paniculata</i>
5	Goting	<i>Terminalia bellarica</i>
6	Hippe	<i>Madhuca indica</i>
7	Baage	<i>Albizia lebbek</i>
8	Muttuga	<i>Butea monospema</i>
9	Bilvar	<i>Albizia odoratissima</i>
10	Holematti	<i>Terminalia arjuna</i>
11	Matti	<i>Terminalia alata</i>
12	Tapsi	<i>Holoptelia integrifolia</i>
13	Nelli	<i>Emblica officinalis</i>
14	Shivni	<i>Gmelina arborea</i>
15	Kaya	<i>Khaya senegalensis</i>
16	Mahagany	<i>Swietenia macrophylla</i>
17	Saga	<i>Tectona Grandis</i>
18	Chakrasia	<i>Chukrasiatubularis</i>
19	Sagadi	<i>Schleichera oleosa</i>
20	Saldhupa	<i>Vataria indica</i>
21	Jambe	<i>Xylia Xylocarpa</i>
22	Heddi	<i>Adina cordifoli</i>
23	Kadamba	<i>Neolamarkiacadamba</i>
24	Halasu	<i>Artocarpus integrifolia</i>
25	Maavu	<i>Mangifera indica</i>
26	Goni	<i>Ficus drupaceae</i>

27	Ala	<i>Ficus bnghalensis</i>
28	Arali	<i>Ficus religiosa</i>
29	Atti	<i>Ficus racemosa</i>
30	Nerale	<i>Sizigiumcumini</i>
31	Naviladi/Bharanagi	<i>Vitex altissima</i>
32	Basari	<i>Ficus virens</i>
33	Antavala	<i>Sapindus emarginatus</i>
34	Channangi	<i>Lagerstroemia parviflora</i>
35	Kavalu	<i>Careya arborea</i>
36	Karimuttal	<i>Ougenia dalbergioides</i>
37	Hadanga	<i>Cardia macdoni</i>

### 3. Stages in Afforestation works

The afforestation works involves several stages to ensure the successful establishment and growth of trees in a new area. Here's a outline of the stages involved in afforestation projects:

#### 1. Stage 1: Site Selection, Planning and Design (undertaken by Forest department)

- 1.1. Identify suitable land for afforestation based on soil type, climate, and existing vegetation.
- 1.2. Assess ecological, social, and economic factors that may impact the project.
- 1.3. Develop a detailed afforestation plan, including species selection, planting density, and layout.
- 1.4. Engage stakeholders, including local communities and authorities, to gather input and support.

#### 2. Stage 2: Advance Works (1 year)

- 2.1. Preparation of the Site:
  - Clear the area of any debris, invasive species, or obstacles that may hinder tree growth.
  - Conduct soil preparation, such as tilling or adding amendments, to improve soil fertility.
- 2.2. Selection of Plant Species:
  - Choose native or adapted tree species that will thrive in the local conditions and support biodiversity.
  - Consider factors such as growth rates, ecological benefits, and potential for timber production.
- 2.3. Nursery Production:
  - Grow seedlings in a nursery until they are ready for planting.
  - Ensure proper care and management of the seedlings, including watering, fertilization, and pest control.
  - Casualty replacement (10% to 20%)

#### 3. Stage 3: Plantation (1 year)

- 3.1. Plant seedlings at the appropriate time of year for optimal growth.
- 3.2. Use proper planting techniques to ensure healthy root establishment.
- 3.3. Casualty replacement up to 10 % to 20% which varies for type of plantation works.

**4. Stage 4: Maintenance and Care (2 years)**

- 4.1. Regularly monitor the growth of the trees and manage competing vegetation.
- 4.2. Implement watering, mulching, and pest control as necessary.
- 4.3. Casualty replacement up to 10 % to 20% which varies for type of plantation works.

**5. Stage 5: Monitoring and Evaluation**

- 5.1. Assess the health and growth of the trees over time.
- 5.2. Monitor for any signs of disease, pests, or environmental stress.
- 5.3. Evaluate the success of the afforestation project against its initial goals.

**4. Scope of FA**

This FA is invited to shortlist bidders to undertake stage 2 : Advance works under afforestation works in Haliyal Division of forest. Under this stage, the bidder needs to undertake the following activities.

- a) Preparation of the Site:
  - Clear the area of any debris, invasive species, or obstacles that may hinder tree growth.
  - Conduct soil preparation, such as tilling or adding amendments, digging pits of given size to improve soil fertility for each type of plantation works.
- b) Selection of Plant Species will be taken up by the forest department.
- c) Nursery Production:
  - Grow seedlings in a nursery until they are ready for planting.
  - Ensure proper care and management of the seedlings, including watering, fertilization, and pest control.
  - Ensure shifting of saplings to required bag size as mentioned by the forest department during call of contract stage.

Process of billing: The concerned officer along with contractor will enter joint entry in the standard format given in Field Notebook (FNB), as shown in the images below. The bills will be cleared upon submission of the FNB along

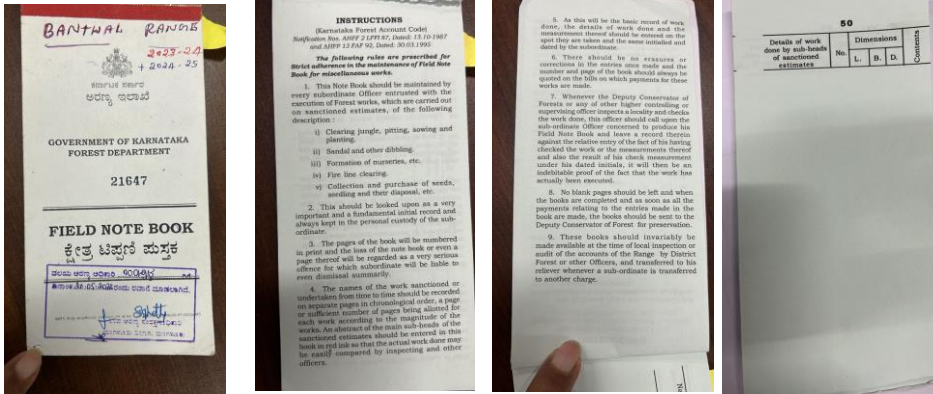


Figure 2: Field Notebook format used for joint measurement

with photo documentation to the Range Office. The FNB will be certified, and the ACF will conduct a random inspection before the final clearance of the bills.

### 5. Environmental and Social Management Plan (ESMP)

The Environment and Social management plan for afforestation works is as detailed in the table below.

#### Generic Indicative Environmental and Social Management Plan (ESMP) for Nursery & Plantation, Soil and moisture control activities under KSHORE

Sr. No.	Environmental Impacts and Issues	Mitigation Measures and/or Safeguards	Applicability of ESS of WB	Responsibilities	
				Planning and Execution	Supervision/Monitoring
A.	Pre-Construction Stage				

Sr. No.	Environmental Impacts and Issues	Mitigation Measures and/or Safeguards	Applicability of ESS of WB	Responsibilities	
				Planning and Execution	Supervision/Monitoring
A.1	<p><b>Site Selection:</b> Inappropriate site selection may lead to lesser yield and loss. Growing areas must not be affected by shade from surrounding trees or buildings. During the site evaluation process, nursery developers should calculate the total amount of irrigation water that will be required per season or year.</p>	<p>Suitable land selection should be done as per the plant species requirements. Tree planting should be done in vacant lands, open forest along the contours in either continuous or discontinuous trenches depending on local vegetation, terrain, soil type, land tenure and local requirements. The productivity of government, forest land and waste lands should be increased through afforestation / reforestation.</p>	ESS3, ESS6	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department
B.	<b>Operation Stage</b>				
B.1	<p><b>Land Preparation:</b> Disruption of hydrological cycle. Large-scale soil disturbance during nursery operations, such as land preparation or digging, can lead to soil erosion if proper erosion control measures are not implemented. Additionally, continuous cultivation of plants in the same area can deplete soil nutrients and reduce soil fertility over time.</p>	<p>Preserve surface water hydrology, surface water quality or water resource within or adjacent to project. Abide to the existing rules and regulations Implement erosion control measures, such as mulching or cover cropping, to minimize soil erosion during nursery operations. Rotate plant cultivation to prevent soil nutrient depletion and improve soil health.</p>	ESS3, ESS6	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department

Sr. No.	Environmental Impacts and Issues	Mitigation Measures and/or Safeguards	Applicability of ESS of WB	Responsibilities	
				Planning and Execution	Supervision/ Monitoring
B.2	Selection of plant species	<ul style="list-style-type: none"> <li>• Selection of high productive native species should be promoted.</li> <li>• Introduction of alien species must be avoided.</li> <li>• Selection of suitable plant species with respect to area/ zone should be adopted. Species should be encouraging which gives biodiversity richness to the region based on prevailing climatic condition.</li> <li>• Such species should be selected /Recommended from concerned PIUs.</li> </ul>	ESS3, ESS6	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department
B.3	Water consumption	<ul style="list-style-type: none"> <li>• Implement water-efficient irrigation systems, such as drip and sprinkler irrigation to minimize water consumption. Proper scheduling and monitoring of irrigation practices can also help optimize water use. Rainwater harvesting techniques should be promoted.</li> </ul>	ESS3	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department
B.4	Energy consumption	<ul style="list-style-type: none"> <li>• Adopt energy-efficient practices and technologies, such as energy-efficient lighting systems, water pump, insulation, and renewable energy sources, to reduce energy consumption and associated</li> <li>• Greenhouse gas emissions.</li> </ul>	ESS3	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department

Sr. No.	Environmental Impacts and Issues	Mitigation Measures and/or Safeguards	Applicability of ESS of WB	Responsibilities	
				Planning and Execution	Supervision/Monitoring
B.5	Waste generation	<ul style="list-style-type: none"> <li>Promote recycling and reuse of nursery materials, such as pots and packaging, to minimize waste generation. Proper disposal methods for plant debris and hazardous materials should be followed, adhering to regulations.</li> <li>Plant residues should be promoted for other beneficial purposes such as animal feed, bedding, thatching etc.</li> </ul>	ESS3	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department
B.6	Health and hygiene	<ul style="list-style-type: none"> <li>Proper sanitation facility/blocks should be provided at nurseries</li> <li>Health and safety of workers in terms of shed, potable water, sanitation, first Aid, mosquito net, bedding etc. basic facilities as per BOCW Act 2006 to be provided.</li> </ul>	ESS2	Range Forest Officer, Deputy RFO, Beat Forester and Forest watcher	DPMU and ACF/DCF of concerned Subdivision and Division of Haliyal Forest Department

#### **Institutional Responsibility**

The Contractor and the concerned officials of Forest Department are responsible for implementation of afforestation works in accordance to Environment and Social Management Plan.

#### **Payment for ES Requirements**

A lumpsum provision has been made for handling the ESMF activities. The contractor needs to submit his quote for ESMF component during call of contract stage.

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**1. Indicative List of Works and completion schedule  
for primary process**

FA No.	Brief Description of FA	Cost of bidding document (INR)	Bid Security (INR)	Indicative Call-Off Contracts					
				Packages	Broad description of Work	Approximate Total Value of Works in the Package (INR. Excluding taxes)	Indicative No. of Call-off contracts	Approximate Period of Completion for each Call-off Contract	Any other Relevant Information
(1)	(2)	(3)	(4)		(5)	(7)	(8)	(9)	(10)
I	Advance work for afforestation of Indigenous fruit yield Plantations	As generated by KPPP e-procurement portal	24,500	Haliyal Sub division	Type of Plantations: Indigenous fruit yield plantations 1. Advance works includes ground clearance, preparing the ground to take up the plantation process. 2. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	97,97,076	8	1 year	Extent of Haliyal, Sambrani and Bhagwati range offices of forest, Haliyal Division, of Forest.
			21,000	Dandeli Sub division	Type of Plantations: Indigenous fruit yield plantations 1. Advance works includes ground clearance, preparing the ground to take up the plantation process. 2. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	83,97,494	6	1 year	Extent of Dandeli, and Vinnolli range offices of forest, Haliyal Division, of Forest.

Table 5: Afforestation works in Haliyal Division - package wise details

FA No.	Brief Description of F A	Cost of bidding document (INR)	Bid Security (INR)	Indicative Call-Off Contracts					
				Packages	Broad description of Work	Approximate Total Value of Works in the Package (INR. Excluding taxes)	Indicative No. of Call-off contracts	Approximate Period of Completion for each Call-off Contract	Any other Relevant Information
(1)	(2)	(3)	(4)		(5)	(7)	(8)	(9)	(10)
			3500	Ganeshgudi Sub division	Type of Plantations: Indigenous fruit yield plantations 4. Advance works includes ground clearance, preparing the ground to take up the plantation process. 5. Nursery works includes purchase of polythene bags of required size, raising of seedlings to required sapling size good to undergo plantation during monsoons.	1399582	1	1 years	Extent of Barchi range office of forest, Haliyal Division, of Forest.

## 2. Indicative Bill of Quantities for Primary Procurement Process (Package Type 1<sup>1</sup>)

The indicative Bill of Quantities (BoQ) is shown below to give an idea of the work that shall be required to be executed if awarded at Call-off stage within each package. Separate indents will be created during each call of contract stage under each package. BOQ for the Work to be executed in accordance with the approved drawings and specifications shall be specified at the Call-off stage.

### 1. Location and extent details for each type of afforestation work

Package wise indicative quantities for each type of plantation are briefed below.

Package 1: Haliyal Subdivision						
Type of plantation	Haliyal Range		Sambrani Range		Bhagwati Range	
	Number of Location	Total extent in Hectare (HA)	Number of Location	Total extent in Hectare (HA)	Number of Location	Total extent in Hectare (HA)
1. Indigenous	3	75	2	50	2	50
<b>Total</b>	<b>3</b>	<b>75</b>	<b>2</b>	<b>50</b>	<b>2</b>	<b>50</b>

Package 2: Dandeli Subdivision				
Type of plantation	Dandeli Range		Virnoli Range	
	Number of Location	Total extent in Hectare (HA)	Number of Location	Total extent in Hectare (HA)
1. Indigenous	3	75	3	75
<b>Total</b>	<b>3</b>	<b>75</b>	<b>3</b>	<b>75</b>

Package 3: Ganeshgudi Subdivision		
Type of plantation	Barchi Range	
	Number of Location	Total extent in Hectare (HA)
1. Indigenous	1	25
<b>Total</b>	<b>1</b>	<b>25</b>

<sup>1</sup> Insert separate tables of BOQs for each Package Type

## 2. Indicative Bill of Quantities for each type of afforestation work

An indicative BoQs for each type of plantation is given below. The Forest standard schedule for rates (SSR) is used for the financial year 2024-25. Please note that the SSR gets revised every year by the month of April.

### Plantation 1: Raising works for PLANTATION

DATA SHEET NO - 1					
DATA SHEET FOR ADVANCE WORKS AREA DURING 2024-25					
ANR Model-2 Indigenous fruit yielding Species					
400 Pits of size 0.60 with 8"x12"Pbs					
400					
SL. NO.	SSR ITEM NO.	PARTICULARS OF WORKS	QUANTITY	RATE	AMOUNT (in Rs.)
1	2	3	4	5	6
1	100(b)	Survey and Demarcation of plantation boundary lines after clearing the rank growth to a width of 2 m. in the areas with sparse under growth.	0.072 Km	1457.14 PerKm	104.91
2	29(b)	Alignment in the planting area along the contours and marking for pit	400 pits	545.51 Per 1000	218.20
3	29 © ii	Excavation of pits with vertically cut edges make an uniform cube and heaping the excavated soil (1/3rd top soil on the upper side & 2/3rd on the lower side)in Hard Soil 0.60x0.60x0.60 =0.216cum/pit (400 pits/ha)	86.40 Cum	288.18 Per cum	24898.75
4	94 (a)	Mechanical excavation of cattle proof trench of size top width 1.5 M. bottom 1.0 M. and vertical depth 1.0 M. with an initial lead upto 2 M. and depositing the excavated soil uniformly over the inner side of the CPT & forming conical mound of height 1.0 M. or Barbed wire fencing as provided in the SSR at Item No. 86 (72 Rmtr/Ha)/Erection of RCC Piler along Forest Bonudary. (Malki & Forest Boundary)	90.000 Cum	131.17 Per cum	11805.30
5	Sub-Estimate	Raising of 8"x12" size PBS Seedlings (400+10% Casualty Replacement)	440 NO's	25500.00 per 1000	11220.00
6	RQ	Procurment of seeds for sowing of the mounds of the CPT during next rains. (if any)	1 Ha	149.76 Per Ha	149.76
8	LS/RQ	Nursery Infrastructure Development like maintenance of pump set, electricity charges, Purchase of Black Sheet, 4"x6" Pbs & SMC works etc.			7032.07
<b>Total (A):</b>					<b>55429.00</b>
<b>Deputy Conservator of Forests,</b>					
<b>Haliyal Division, Haliyal.</b>					

Data sheet for sub Estimate in Sl. No. 5 above.

### 3. Inspection and Tests

All plantation works will be provided with size of pits and site area for ground preparation during each call of contract stage. The specification of type of plants shall be mentioned during call of contract along with location and area details. The evaluation of the bills will be taken up based on the following method.

Inspecting afforestation work is crucial to ensure the success of reforestation projects and the sustainability of restored ecosystems. Here's a step-by-step guide to help you carry out an effective inspection:

#### 1. Pre-Inspection Planning

- **Define Objectives:** Identify what you aim to achieve (e.g., checking survival rates, assessing species diversity, growth performance).
- **Gather Maps and Records:** Use afforestation maps, planting records, and GPS data to know the exact location, type of species planted, and timelines.
- **Prepare Equipment:** Carry measuring tapes, calipers (for measuring tree girth), drones (for aerial view), a GPS device, field notebooks, and cameras.

#### 2. Field Visit

- **Survival Rate Assessment:**
- **Random Sampling:** Divide the afforested area into plots and select random plots for inspection.
- **Count Saplings:** In each plot, count the number of surviving saplings versus those initially planted.
- **Calculate Survival Percentage:**  $(\text{Number of surviving saplings} / \text{Number of saplings planted}) \times 100$ .
- **Species Diversity:** Check if the planted species match the species mix in the plan. Note any unintended invasive species that may have appeared.
- **Tree Growth Measurement:**
- **Height:** Measure the height of a sample of trees in each plot.
- **Girth (DBH - Diameter at Breast Height):** Measure tree girth using calipers at around 1.3 meters above ground.
- **Health Check:** Assess the general health of the saplings. Look for signs of diseases, pest infestation, or environmental stress (e.g., discoloration, wilting).

#### Soil and Water Conditions:

Check soil moisture, texture, and quality around planted saplings.

Ensure that any planned irrigation systems are working and that water sources are adequate for the area.

### 3. Ecological Considerations

**Biodiversity Assessment:** Check if the restored area has attracted any fauna, such as birds, insects, or mammals, that indicate a healthy ecosystem.

**Ground Cover:** Assess whether the afforested area has developed any understory vegetation, which helps in stabilizing the ecosystem.

**Erosion Control:** If the project aims to control soil erosion, inspect for signs of soil degradation, runoff, or gullies.

### 4. Community Involvement

**Local Involvement:** Engage with local communities or forest guards who are involved in or benefiting from the afforestation project to understand the ground realities, challenges, and overall satisfaction.

**Livelihood Impact:** Inspect areas where community-based afforestation work, such as agroforestry, is contributing to livelihoods.

### 5. Monitoring & Reporting Tools

**Aerial Surveys:** Use drones or satellite imagery to assess large areas quickly and gain a bird's-eye view of the afforestation site.

**Geo-tagging:** Ensure saplings are geo-tagged so their location and growth can be monitored over time.

**Photographic Documentation:** Take before and after photos to record growth progress.

**Data Recording:** Use field apps or notebooks to record all measurements and observations.

### 6. Follow-Up & Maintenance

**Replanting:** In areas where survival rates are low, plan for gap planting with additional saplings.

**Weeding and Pest Control:** Check if weeding or pest control measures are necessary to support sapling survival.

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## **Section III – Framework Agreement**

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## **Framework Agreement**

# Framework Agreement *for* Afforestation Works

## Framework Agreement

This Framework Agreement is made, on this *[insert date]* by and between ..... [the “**Procuring Agency**”] having its principal office located at ..... *[insert complete address]* and ..... [the “**FA Holder/ Contractor**”] having its principal office located at ..... *[insert complete address]*.

This Framework Agreement is subject to the provisions described in the Sections, Annexes, and Schedules listed below, and any Variation(s).

This Framework Agreement establishes a standing offer by the FA Holder/Contractor to execute the specified Works for the Employer(s) during the Term of the Framework Agreement, as and when the Employer(s) wishes to purchase them, through Call-off Contract(s). It imposes no obligation on the Employer(s) to procure any Works under the Framework Agreement.

This Framework Agreement, including the Call-off Contract Terms and Conditions, shall govern the relationship between the Parties, and any Call-off Contracts.

## Provisions

The Employer(s) and the FA Holder/Contractor agree that the following provisions apply to and construed as an integral part of this Framework Agreement and, where indicated, to any Call-off Contracts awarded under this Framework Agreement.

**Section A:** Framework Agreement Provisions

**Section II:** Works’ Requirements

**Section B (including its Annexes 1 to 3, and Schedule I):** Invitation to Quote

**Section C:** List of Participating Employers

## EXECUTION

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of India on the *[insert number]* day, of *[insert month]*, *[insert year]*, as follows:

**Signed by the [Procuring Agency] in its own capacity, and on behalf of all Participating Employers:**

Signed: *[place for person to sign the document]*

Full name: *[type name of person signing]*

Agency: *[insert the name of agency]*

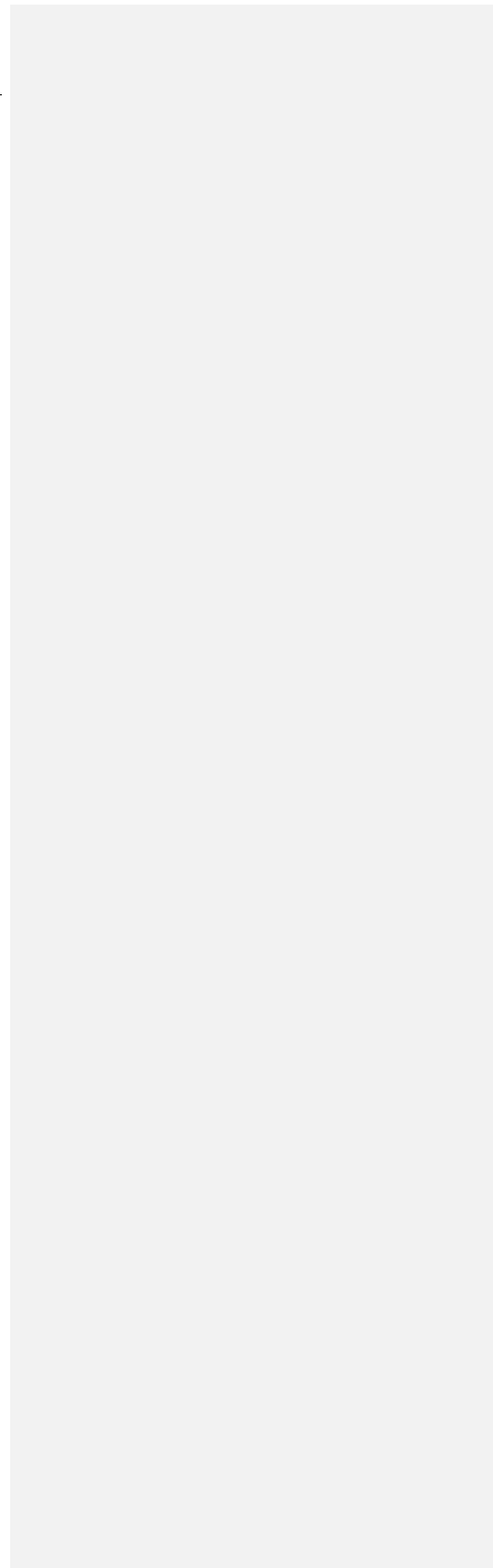
In the capacity of: *[type the title, position or authority to sign]*

**Signed on behalf of the FA Holder/Contractor:**

Signed: *[place for person to sign the document]*

Full name: *[type name of person signing]*

In the capacity of: *[type the title, position or authority to sign]*



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## **Section A: Framework Agreement - Provisions**

## Section A: Framework Agreement – Provisions

### Framework Agreement

#### 1. Framework Agreement Definitions

- a. **Base Price:** is the Framework Agreement (FA) price prior to any price adjustment in accordance with Provision 8 of Section A: Framework Agreement Provisions.
- b. **Base Price at Call-off:** is the price obtained after adjusting the FA Base price for (i) items of indicative BOQ at Primary Procurement Stage that are not included in the actual BOQ for work at call-off stage; and (ii) differences in the quantity of items given in the indicative BOQ at Primary Procurement Stage and those included in the actual BOQ for work at call-off stage, in accordance with Provision 8 of Section A: Framework Agreement Provisions.
- c. **Commencement Date:** is the date on which this Framework Agreement is signed by both parties.
- d. **Contract:** the term ‘Contract’ also includes ‘Call-off Contract’ where the context so requires.
- e. **FA Holder/ Contractor:** the successful Bidder that has been awarded a Framework Agreement through the Primary Procurement process and is eligible to be considered for the award of a Call-off Contract during the Term of this Framework Agreement.
- f. **Invitation to Quote (ITQ):** method of Secondary Procurement using mini-competition. FA Holders may be subsequently invited to quote through KPPP for a specific call-off contract and submit competitive prices through KPPP using single cover system. The lowest conforming reasonably priced quote, is selected as the successful Contractor, and may be awarded a Contract.
- g. **Works:** all Works that the Contractor is required to construct under a Call-off Contract placed under this Framework Agreement. Details of such Works, are set out in Schedule I and described in the Contract. The definition for Works also includes remedying of any defects.
- h. **Participating Employer or Employer:** the Participating Employer(s) or Employers permitted to purchase under the Framework Agreement are listed in Section C. The Procuring Agency may modify this list of Employers as and when required without any reference to the FA Holders (Contractors).
- i. **Parties:** The Parties to the Framework Agreement are the Procuring Agency and the Contractor (FA Holder).
- j. **Procuring Agency:** the Agency responsible for managing and administering the Framework Agreement, acting in its own right as a ‘Employer’, and acting for and on behalf of the other Participating Employers.

- k. **Change:** A variation, modification, amendment, deletion or addition to this Framework Agreement, including its Sections, Annexes and/or Schedules, agreed between the Employer and the FA Holder In Writing.

## 2. Closed Panel, Multi-user Framework Agreement

- a. This is a Closed Panel, Multi-user Framework Agreement.
- b. Closed Panel means that no new contractor(s) shall be added to the Panel during the Term of the Framework Agreement. The list of Participating Employers or Employers is included in Section C to this Framework Agreement.

## 3. FA Holder's obligations

- a. The FA Holder shall continue to quote, to the Employer, during the Term of this Framework Agreement, for Afforestation Works, described in Section II: Works' Requirements.
- b. The FA Holder undertakes to Carryout all Afforestation Works under a Call-off Contract placed with the FA Holder by the Employer. The Works executed shall be:
  - i. as specified in the Framework Agreement, Schedule I
  - ii. at the Contract Price specified in the Contract, and
  - iii. at such times and locations as specified in the Contract.
- c. The FA Holder agrees that the Call-off Contract and conditions set out therein, shall apply to the Afforestation Works, and the FA Holder shall not seek to impose or rely on any other contractual terms.

## 4. No obligation, expectation or exclusivity

- a. The FA Holder acknowledges that:
  - i. There is no obligation on the Employer to purchase any Works from the FA Holder/ Contractor during the Term of this Framework Agreement.
  - ii. The Employer has not granted any form of exclusivity to the FA Holder. The Employer reserves the right to procure the same or similar Works from other contractors, who are not FA Holders.

## 5. Term

- a. The Term of this Framework Agreement is for a period of 1 year. This Framework Agreement shall commence on the Commencement Date and continue through to ..... [*insert completion date*]. Extensions to the Term, if subsequently agreed by the parties in writing are permitted, subject to satisfactory performance, up to a maximum of two additional years, on yearly basis.

## 6. Representative

- a. Each Party shall appoint and retain a Representative who shall be the primary point of contact for the other Party in relation to matters arising from this Framework Agreement.
- b. Procuring Agency's Representative [*insert name, address, phone, and email*]

- c. FA Holder's Representative [*insert name, address, phone, and email*]

#### **7. Documents comprising this Framework Agreement, and Order of Precedence**

- a. This Framework Agreement shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- b. This Framework Agreement comprises the following documents:
  - (i) Framework Agreement, including all Sections, Annexes, Schedules (including price schedules) and Changes to Standard Provisions.
  - (ii) Letter of Acceptance (of Bid from Primary Procurement process)
  - (iii) Letter of Bid (from Primary Procurement process).
- c. In the event of conflicts or discrepancies between the parts of, or documents forming, the Framework Agreement, interpretations shall be based on the following descending order of precedence:
  - i) any Change(s) to the Framework Agreement
  - ii) Section A: Framework Agreement - Provisions
  - iii) Annex 3: Call-off Contract for Execution of Works
  - iv) Schedule I: List of Works to be executed under the Call-off contract
  - v) Annex 2: Quote Form for Call-off Contracts
  - vi) Letter of Acceptance (of Bid from Primary Procurement process)
  - vii) Letter of Bid (from Primary Procurement process)
  - viii) Section II: Works' Requirements
  - ix) any other Sections or Annexes or Schedules to this Framework Agreement.

#### **8. Contract Price**

- a. The Contract Price that will apply to the procurement of Works under a Call-off Contract shall be the successful competitive quotation subject to the provisions below.
- b. The Contract Price that will apply under a Call-off Contract, shall be based on a competitive quote obtained from the FA Holders/Contractors through a mini-competition as the Secondary Procurement selection process. The agreed Contract Price shall be stipulated in each Contract, and shall be payable to the FA Holder/Contractor under any Contract for the full and proper performance by the FA Holder/ Contractor of its obligations, for the execution and completion of the Works and the remedying of any defects, under such contract.
- c. Call-off contract Prices shall be fixed and shall not be subject to price adjustment.
- d. In case the Least priced FA holder fails to commence the work within stipulated time period under each call of contract, then second least prices FA holder shall be considered for issue of work order.

**9. Conflict of interest**

- a. The FA Holder/ Contractor shall take appropriate steps to ensure that the FA Holder/ Contractor, including its employees and subcontractors, is not placed in a position where, in the reasonable opinion of the Employer, there is, or may be, an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor, or its employees and subcontractors, and the duties owed to the Employer under the provisions of this Framework Agreement. The FA Holder/ Contractor will disclose to the Employer full particulars of any such conflict of interest which may arise.

**10. Performance Security**

- a. The Performance Security submitted by the FA Holder/Contractor shall be valid for 45 days after the date of completion of performance obligations under the FA and all contracts, including the defects liability period. The proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the FA Holder's/ Contractor's failure to complete its obligations under the Framework Agreement and any Contracts awarded under the FA.

**11. Language**

- a. The language of this Framework Agreement, and any Contracts is English.

**12. Eligibility**

- a. The FA Holder/ Contractor and its subcontractors, shall have the nationality of an eligible country, and all required materials, equipment and services to be supplied under the Contracts and financed by the Bank shall have their origin in Eligible Countries. At the present time, there are no in-eligible countries.
- b. To continue to be eligible under this Framework Agreement, the FA Holder/ Contractor must not have been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework as described in Section IV paragraph 2.2 d. Where the FA Holder/ Contractor has been so sanctioned it will be ineligible for the duration of the period of time as the Bank shall have determined.

**13. Notices**

- a. Any notice given by one Party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in paragraph 6 of this section. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.

**14. Fraud and Corruption**

- a. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section IV.
- b. The Employer requires the FA Holder/ Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Secondary Procurement process or execution of a Contract. The

information disclosed must include at least the name and address of the agent or other party, the amount and the purpose of the commission, gratuity or fee.

#### **15. Records, inspections and audit**

- a. The FA Holder/ Contractor shall keep, and shall make all reasonable efforts to cause its subcontractor(s), if any, to keep, accurate and systematic accounts and records in respect of this Framework Agreement, the Works, and any Contract, in such form and details as will clearly identify relevant communications, time changes and costs.
- b. The FA Holder/ Contractor shall permit, and shall cause its subcontractor(s) and their personnel if any, to permit, the Bank and/or persons appointed by the Bank, to inspect the site and/or the accounts and records relating to the Framework Agreement, and/or any Contract(s) awarded under the Framework Agreement, in relation to the procurement process, selection, contracting, execution or implementation, and to have such accounts and records audited by auditors appointed by the Bank, if requested by the Bank. Acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice and may result in the termination of this Framework Agreement, or any Call-off Contract (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

#### **16. Confidential Information**

- a. The Employer and the FA Holder/ Contractor shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party, any documents, data, or other information furnished directly or indirectly by either Party in connection with the Framework Agreement.

#### **17. Governing Law**

- a. This Framework Agreement, and any Contract, shall be governed by, and interpreted in accordance with, the laws of India.

#### **18. Change to the Framework Agreement**

- a. Any Change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A Change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

#### **19. Termination of the Framework Agreement**

- a. The Employer may terminate this Framework Agreement immediately, by notice In Writing to the FA Holder/Contractor, if:
  - i. in the judgement of the Employer, FA Holder/ Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, or
  - ii. the FA Holder/ Contractor purports to assign, sub-contract, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, in breach of paragraph 3 of this Section, or
  - iii. in the judgement of the Employer, the performance of the call-off contract has not been satisfactory in execution of Works under the contract(s), or
  - iv. the FA Holder/ Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

- b. The Employer may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the FA Holder/ Contractor, at any time, for its convenience.
- c. A notice of termination under sub-paragraphs 19.a and 19.b above shall specify the grounds for the termination and the date upon which the termination becomes effective.

#### **20. Consequence of expiry or termination**

- a. Upon expiry, or earlier termination of this Framework Agreement, all Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract Terms and Conditions of Contract.

#### **21. Dispute resolution in relation to this Framework Agreement**

- a. In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in Good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.
- b. In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Conservator of Forest – Haliyal Circle of Forest Department (not connected in part or whole with this Project in his service) to be appointed by the Procuring Agency. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

#### **22. Provisions that remain in force**

- a. The provisions, that by their nature should remain in force on expiry or termination of this Framework Agreement, include:
  - i. Paragraph 1: Definitions
  - ii. Paragraph 15: Records, inspections and audit
  - iii. Paragraph 16: Confidential Information
  - iv. Paragraph 17 Governing Law
  - v. Paragraph 19: Termination of the Framework Agreement
  - vi. Paragraph 21: Dispute resolution in relation to this Framework Agreement.

### **Secondary Procurement**

**23. Secondary Procurement method(s):** that applies to the selection of a FA Holder/ Contractor for the award of a Call-off Contract under this Framework Agreement is

- i. Mini-competition among FA Holders

**24. Secondary Procurement Competitive Quotes:** The Employer will prepare an Invitation to Quote (ITQ) through KPPP and invite all eligible FA Holders/ Contractors holding a Framework Agreement to submit competitive quotes through online KPP portal. This process is called ‘mini-competition’. The ITQ will identify:

- a. Work(s) to be executed, Location, and Completion Time

- b. BOQ(s)
  - c. Award criteria
  - d. Deadline for submission of quotes/financial offer
  - e. Reference to the Call-off Contract Terms and Conditions for afforestation works, which apply to the purchase
  - f. Any other relevant information.
- 25. Discounts:** A FA Holder/ Contractor may quote discounts for award of more than one work at Call-off stage, provided the quotes for such works are invited in the same ITQ and are opened on the same date and at the same time.
- 26. Evaluation:** The Employer will evaluate the quotes including any discounts and will identify the lowest price conforming quote(s) subject to FA Provision 8. Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the quote(s) is considered to be reasonably priced, the Employer will award the Contract(s) to the successful Contractor(s).
- 27. Awarding a Call-off Contract:** Following the selection of a suitable FA Holder/ Contractor, as described above, the Employer shall prepare the Contract(s) and send to the FA Holder/ Contractor. At this point there is a legally binding contract for the execution of the specified Work(s), between the Employer and the FA Holder/ Contractor.
- 28.** The process of second stage competition will be repeated for each of the Call-off orders to be issued during the validity of Framework Agreement.
- 29. Ceiling:** the total value of Call-off contracts against the Framework Agreement(s) shall not exceed the following amount for one year period.

Name of Sub Division	Ceiling amount of Call of Contract in INR.
Haliyal Subdivision	1,45,50,113.00
Dandeli Subdivision	1,24,71,525.00
Ganeshgudi Subdivision	20,78,588.00

## **Section B: Invitation to Quote**

## Section B: Invitation to Quote

### Secondary Procurement under a Framework Agreement (method: mini-competition)

<b>Framework Agreement:</b>	<i>Procurement of Afforestation Works in Haliyal Division, Karnataka Forest Department</i>
<b>FA Reference No.</b>	[IN-KERS-FA 04-CW-RFB]
<b>ITQ Ref No.:</b>	[Insert reference]
<b>ITQ Date:</b>	[Insert date of ITQ]

Dear [insert name of FA Holder/ Contractor],

#### 1. Invitation to Quote (ITQ)

- a. With reference to above Framework Agreement, you are invited to submit your most competitive Quote in this Secondary Procurement process through Karnataka Public Procurement portal (kppp.karnataka.gov.in). The Quote is for the Afforestation Works described in Annex 1: Employer's Requirements, attached to this ITQ.

#### 2. Price

- a. Your Quote must be submitted in the format contained in Annex 2: Quote Form.
- b. The prices quoted shall be fixed and shall not be subject to any further adjustment, shall be in Indian Rupees, and shall be valid for a period of 60 days.
- c. The prices quoted shall be inclusive of GST and any other taxes or duties that the Contractor will have to pay for the performance of this Contract(s).
- d. In addition please refer to Provision 8 of Section A: Framework Agreement Provisions on Contract Price.

#### 3. Clarifications

- a. For any clarifications regarding this ITQ, your request for clarifications should be addressed to ACF, .....Subdivision , Haliyal Forest Division before ..... [insert date] through KPP portal only.

#### 4. Submission of Quotes

- a. The financial proposals (Quotes) shall be submitted through eprocurement portal of KPPP only.

#### 5. Opening of Quotes

- a. Quotes will be opened online using KPP portal at ..... [insert time] on ..... [insert day, month, year]<sup>2</sup>

**6. Evaluation of Quotes**

- a. Quotes will be evaluated item-wise/lot-wise [select one] and according to the criteria and methodology described in Provisions 26 and 27 of Section A: Framework Agreement Provisions.

**7. Contract**

- a. Attached, at Annex 3 to this ITQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on these terms.

On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Attachments:**

**Annex 1:** Employer’s Requirements (Secondary Procurement)

**Annex 2:** Quote Form (Secondary Procurement)

**Annex 3:** Call-off Contract

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<sup>2</sup> Time and date for opening of quotes should be the same as the deadline for receipt of quotes, or promptly thereafter.



## ANNEX 2: Quote Form (Secondary Procurement)

[FA Holder/ Contractor may quote for one or more Works and quote rates, prices, and discounts (including their method of application), if any]

<b>From:</b>	[Insert Contractor's legal name]
<b>Framework Agreement:</b>	<i>Procurement of Afforestation Works in Haliyal Division, Karnataka Forest Department</i>
<b>FA Reference No.</b>	[Insert Employer's FA reference]
<b>ITQ Ref No.:</b>	[Insert reference]
<b>ITQ Date:</b>	[Insert date of ITQ]

To.

Dear [insert name of Employer's Representative]

Date:.....

### SUBMISSION OF QUOTE

#### 1. Conformity and no reservations

In response to the above named ITQ we offer to execute the Works, as per this Quote and in conformity with the ITQ, Completion Schedules, Technical Specifications etc. We confirm that we have examined and have no reservations to the ITQ, including the Call-off Contract.

#### 2. Quote Price

The total price of our Quote, inclusive of GST and any other taxes or duties that we will have to pay for the performance of this Contract, and excluding any discounts offered in item 3 below is:

*Option 1*, in case of one lot: Total price is: [insert the total price of the Quote in INR in words and figures].

Or

*Option 2*, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in INR in words and figures]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in INR in words and figures].

#### 3. Discounts

The discounts offered are: [Specify in detail each discount offered]

The exact method of calculations to determine the net price after application of discounts is: [Specify in detail the method that shall be used to apply the discounts].

#### 4. Quote Validity Period

Our Quote shall be valid for the period specified in ITQ, and it shall remain binding upon us and may be accepted at any time before it expires.

#### 5. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quote or execution of a Call-off Contract *[If none has been paid or is to be paid, indicate “none.”]*

Name of Recipient	Address	Reason	Amount

**6. Not Bound to Accept**

We understand that you are not bound to accept the lowest evaluated cost Quote, the Most Advantageous Quote or any other Quote that you may receive.

**7. Fraud and Corruption**

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**8. Confirmations**

We hereby confirm that we continue to meet the eligibility, qualifications and other requirements mentioned in RFB document for establishing framework agreements.

On behalf of the Contractor:

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title/position:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Table 3-** FA Holder’s/ Contractor’s Quote<sup>3</sup> for this Call-off Process

FA No.	Package No.	Broad Description of Works	Completion period	Location/ Region where the Work is to be executed	Quote Price (INR)
	Package Type 1	Work 1.1 .....			
		Work 1.2 .....			
		Work 1.n .....			
	Package Type 2	Work 2.1 .....			
		Work 2.2 .....			
		Work 2.n .....			
<b>Total Quote Price (in Figures)</b>					
<b>Total Quote Price (in Words)</b>					

**Table 4 -** FA Holder’s/ Contractor’s Quote for Work 1.1 [Include corresponding tables for each Work]

Serial. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate		Amount
				In figures	In words	
<b>Total Quote Price for this Work (in figures)</b>						
<b>Total Quote Price for this Work (in words)</b>						

<sup>3</sup> Rates quoted shall be inclusive of GST and any other taxes or duties that the Contractor will have to pay for the performance of this Contract.

### Annex 3: Call-off Contract for Execution of Afforestation Works

<b>Framework Agreement:</b>	<i>Procurement of Afforestation Works in Haliyal Division, Karnataka Forest Department</i>
<b>FA Reference No.</b>	[IN-KERS-FA 04-CW-RFB]
<b>Invitation to Quote No. &amp; Date</b>	
<b>Purchase Order No. &amp; Date:</b>	[Insert reference]

<b>Employer:</b>	<b>Contractor:</b>
[name of Employer] [address]	[name of Contractor] [address]

Dear Sirs,

This is to notify you that your Quote No. \_\_\_\_\_ dated \_\_\_\_\_ for execution of the Works listed in Schedule I for the total contract price<sup>4</sup> of Indian Rupees \_\_\_\_\_ [amount in words and figures], is hereby accepted by us, on the following terms and conditions.

With the issuance of this acceptance, the contract for the said work(s) stands concluded.

Yours faithfully,

**Authorized Signature  
Name and title of Signatory**

<sup>4</sup> In case of more than one work, include price for each work, and the total contract price for all Works.

<b>Terms and Conditions</b>	
This Call-off Contract has been awarded under the Framework Agreement, referenced above. The Framework Agreement is incorporated by reference into this Contract, as applicable.	
<b>1. Completion Time</b>	<p>1.1 This Call-off Contract starts [<i>enter start date, or method of calculating the start date</i>] and ends [<i>enter end date, or method of calculating the end date. The date(s) shall correspond to the completion period(s) given in Schedule I. If the call-off contract is for more than one work, insert separately for each work</i>]</p> <p>1.2 If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the Employer will decide on the intended completion date being extended by a suitable period:</p> <ol style="list-style-type: none"> <li>a) The Employer does not give access to the site or a part thereof by the agreed period.</li> <li>b) The Employer orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.</li> <li>c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to the Contractor or from visual inspection of the site.</li> <li>d) Payments due to the Contractor are delayed without reason.</li> </ol>
<b>2 Defects Liability</b>	2.1 The “Defects Liability Period” is six months from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the Contractor will be responsible for rectifying any defects in construction free of cost to the Employer.
<b>3. Liquidated Damages</b>	3.1 Any willful delay on the part of the Contractor in completing the works within the stipulated period will render him liable to pay liquidated damages at the rate of INR 500 per day which will be deducted from payments due to him. The Employer may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.
<b>4. Fraud and Corruption</b>	<p>4.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures, as described in the World Bank Group’s Sanctions Framework, and more fully described in Section IV.</p> <p>4.2 The Employer requires the FA Holder/ Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Secondary Procurement</p>

	process or execution of a Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and the purpose of the commission, gratuity or fee.
<b>5. Payments</b>	<p>5.1 The Contractor along with Employer shall inspect the site jointly and enter the details in Field Notebook as briefed in Section II (Work Requirement) along with photo documentation. The Employer shall determine the value of work executed after due consideration of quality and quantities claimed as executed by the contractor (i) after excluding any items certified in a previous certificate; and (ii) reducing any item previously certified, but not executed in the light of later information.</p> <p>5.2 Payments shall be adjusted for deductions for payments, retention, other recoveries in terms of the contract &amp; taxes to be deducted at source [TDS] as per applicable law.</p> <p>5.3 Items of the Works for which no rate or price has been entered in shall not be paid, and shall be deemed covered by other rates and prices in the Contract.</p>
<b>6. Payment Terms</b> (any one option will be selected by the employer during call of contract stage)	<p><b>6.1 Advance Payment:</b> If requested by the Contractor, 10% of the contract price shall be paid, on receipt of unconditional bank guarantee in the format specified in Section V.</p> <p>The advance shall be repaid with percentage deductions from the interim payments, commencing with the next Interim Payment at the rate of 20 % of the amounts of all Interim Payment Certificates until the advance has been fully repaid, always provided that the advance shall be completely repaid prior to the expiry of the original time for completion. Interest shall not be charged on the advance payment.</p> <p><b>6.2 Retention Money:</b> The Employer shall retain 5% of the amount from each payment due to the Contractor subject to the maximum of 5% of final contract price. Half of the amount retained shall be repaid upon completion of the works, and other half shall be repaid when the Defects Liability Period has passed and the Employer has certified that all Defects notified to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.</p>
<b>7. Duties and Responsibilities of the Employer</b>	<p>7.1 The Employer shall be responsible for providing regular and frequent supervision and guidance to the Contractor for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the Employer, for checking quality of works to ensure that it is as per the norms.</p> <p>7.2 The Employer shall supply site location, type and species of plants and guidelines if any to the Contractor for the proposed works.</p> <p>7.3 Possession of the site will be handed over to the Contractor within 10 days of signing of the agreement.</p>

	<p>7.4 The Employer shall hold monthly meetings, where the Contractor will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.</p> <p>7.5 The Employer shall record his observations/instructions at the time of the site visit in a site register maintained by the Contractor. The Contractor will carry out the instructions and promptly rectify any deviations pointed out by the Employer. If the deviations are not rectified, within the time specified in the Employer’s notice, the Employer, may instruct stoppage or suspension of the works. It shall thereupon be open to the Employer to have the deviations rectified at the cost of the Contractor.</p>
<p><b>8. Duties and Responsibilities of the Contractor</b></p>	<p>8.1 The Contractor shall:</p> <ul style="list-style-type: none"> <li>a) take up the work(s) and arrange for its completion within the stipulated time period;</li> <li>b) employ suitable skilled persons to carry out the works;</li> <li>c) regularly supervise and monitor the progress of works;</li> <li>d) abide by the technical suggestions/ directions of supervisory personnel etc regarding the afforestation works;</li> <li>e) be responsible for bringing any discrepancy to the notice of the Employer and seek necessary clarification;</li> <li>f) ensure that the work is carried out in accordance with specifications, drawings etc.;</li> <li>g) keep the Employer informed about the progress of works;</li> <li>h) correct the notified defects within the length of time specified by the Employer;</li> <li>i) be responsible for all security and watch and ward arrangements at site until handing over of the Works to the Employer;</li> <li>j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period;</li> <li>k) pay all duties, taxes and other levies payable as per law under the contract (Employer will effect deduction from running bills in respect of such taxes as may be imposed under the law);</li> <li>l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authorities;</li> <li>m) abide by all enactments on protection of social health and safety obligations, and environment, and rules made there under, regulations, notifications and by-laws of the Sate or Central Government, or local authorities;</li> </ul>

	n) be responsible for the safety of all activities on the Site.
<b>9. Extra Items</b>	<p>9.1 The works shall be executed by the Contractor in accordance with the approved locations, and specification, and there shall be no variation in BOQ items, unless due to exceptional circumstances, the Employer issues instructions for execution of extra items. If extra items are ordered to be executed, following procedure shall be followed;</p> <p>a) The Contractor shall provide the Employer with a quote for carrying out the extra items when requested to do so by the Employer. The Employer shall assess the quote, which shall be given within seven days of the request before the extra items are ordered.</p> <p>b) If the quote given by the Contractor is unreasonable, the Employer may order the extra items and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the extra items on the Contractor’s costs.</p> <p>c) The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.</p>
<b>10. Cost of Repairs</b>	<p>10.1 Loss or damage to the Works or Materials incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.</p>
<b>11. Performance Security</b>	<p>11.1 The Performance Security (not exceeding 5% of the contract amount) submitted by the FA Holder/ Contractor on award of FA, and proceeds of the Performance Security shall be payable to the Employer as compensation for any loss resulting from the Contractor’s failure to complete its obligations under the Contract(s) including the defects liability period(s).</p>
<b>12. Termination</b>	<p>12.1 The Employer may terminate the Call-off Contract if the Contractor causes a fundamental breach of the Contract.</p> <p>12.2 Fundamental breaches of Call-off Contract include, but shall not be limited to the following:</p> <p>(a) the contractor stops work for 28 days and the stoppage has not been authorized by the Employer;</p> <p>(b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;</p> <p>(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract, and the Contractor fails to correct it within a reasonable period of time determined by the Employer;</p> <p>(d) the Contractor does not maintain a security which is required;</p>

	<p>(e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and</p> <p>(f) the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid.</p> <p>12.3 Notwithstanding the above, the Employer may terminate the Call-off Contract for convenience.</p> <p>12.4 If the Call-off Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.</p>
<p><b>13. Payment upon Termination</b></p>	<p>13.1 If the Call-off Contract is terminated because of a fundamental breach of Call-off Contract by the Contractor, the Employer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.</p> <p>13.2 If the Call-off Contract is terminated at the Employer’s convenience, the Employer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law.</p>
<p><b>14. Dispute settlement</b></p>	<p>14.1 If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.</p> <p>14.2 In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer/ Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the Employer. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.</p>

## Schedule I

**Table 1- List of Works to be executed under the Call-off Contract**

FA No.	Package No.	Broad Description of Works	Completion period	Location/Region where the Work is to be executed	Contract Price <sup>5</sup>
	<b>Package Type 1</b>	Work 1.1 .....			
		Work 1.2 .....			
		.....			
	<b>Package Type 2</b>	Work 2.1 .....			
		Work 2.2 .....			
		.....			
<b>Total contract price INR[in Figures]</b>					
<b>Total contract price INR [in Words]</b>					

**Table 2: Bill of Quantities for Work 1.1 [Include separate table for each Work to be Executed under this Call-off Contract]**

Serial. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate		Amount
				In figures	In words	
<b>Total Quote Price for this Work INR (in figures)</b>						
<b>Total Quote Price for this Work INR (in words)</b>						

<sup>5</sup> All Prices shall be inclusive of GST and any other taxes or duties that the Contractor will have to pay for the performance of this Contract.

## Section C: List of Participating Employers

The following agencies are participating as Employers in this Framework Agreement. The Procuring Agency may modify this list of Employers as and when required without any reference to the FA Holders (Contractors).

#	Name of Employer	Address	Representative
1.	Assistant Conservator of Forest (ACF), Haliyal Sub division, Haliyal Division of Forest	Assistant Conservator of Forest (ACF), Haliyal Sub division, Haliyal Division of Forest	Name: Maaji beerappa Title/position: ACF Mobile: 9986543561 E-mail: acfhaliyal@gmail.com
2.	Assistant Conservator of Forest (ACF), Dandeli Sub division, Haliyal Division of Forest	Assistant Conservator of Forest (ACF), Dandeli Subdivision, Haliyal Division of Forest	Name: Santosh chavan Title/position: ACF Mobile:9483668784 E-mail: acfdandeli@gmail.com
3.	Assistant Conservator of Forest (ACF), Ganeshgudi Sub Division, Haliyal Division of Forest	Assistant Conservator of Forest (ACF), Ganeshgudi Sub Division, Haliyal Division of Forest	Name: Mahamad shafi Title/position: ACF Mobile: 8861740153 E-mail: acfjagalbet@gmail.com

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## **Section IV - Fraud and Corruption**

## Section IV - Fraud and Corruption

(Section IV shall not be modified)

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank

- determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an Addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the Bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the Bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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## **Section V –Bidding Forms**

## Letter of Bid (Technical Part)

### Primary Procurement - Framework Agreement Works

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

#### Framework Agreement - Works

**Date of this Bid submission:**.....

**Request for Bids No.:** [insert identification]

**To: Deputy Conservator of Forest, Haliyal Division**

- (a) **No reservations:** We have examined and have no reservations to the RFB document including addenda, and offer to execute the Works awarded under Call-off contracts in conformity with the RFB document;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITB 3**;
- (c) **Bid Price:** Not Applicable
- (d) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]
- The exact method of calculations to determine the net price after application of the unconditional discounts is shown below: [Specify in detail the method that shall be used to apply the unconditional discounts];
- (e) **Bid Validity Period:** Our Bid is valid for 120 days from the date fixed for the Bid submission deadline, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted and we are awarded a Framework Agreement, we commit to obtain a performance security in accordance with the bidding document;
- (g) **Suspension and Debarment:** We have not been debarred/removed from approved list (dealings suspended) by the Central/State Governments/Undertakings or by the World Bank.
- (h) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB Clause 3.1];

- (i) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFB process or execution of the Contract awarded at Call-off stage: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid or is to be paid]*

Name of Recipient	Address	Reason	Amount

- (j) **No exclusivity:** We understand that the award of a Framework Agreement, provides no form of exclusivity, and the Procuring Agency/Employer is, at all times, entitled to enter into other contracts and agreements with other contractors for the provision of any or all Works which are the same as or similar to these Works.
- (k) **Not Bound to Purchase:** We understand that there is no obligation on the Procuring Agency/(s) to purchase any Works, from any FA Holder/Contractor during the Term of the Framework Agreement. In the event that we are awarded a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (l) **Not Bound to Accept:** We understand that you are not bound to accept any or all Bids that you may receive.
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption. We also undertake that, in competing for the FA and in executing any Call-off contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988, as amended from time to time”

**Name of the Bidder:** *[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid.

## Bidder Information Form

### Primary Procurement - Framework Agreement Works

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

**Date:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of RFB process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

**1 Bidder's Name<sup>1</sup>:** ..... *[insert Bidder's legal name]*

Bidder's Authorized Representative, if any..... *[insert name, address, contact details]*

**1.1** Principal place of business: \_\_\_\_\_

Power of attorney of signatory of Bid.

*[Attach copy]*

**1.2** Total value of afforestation work performed in the last Five years (in INR Lakhs)

20	_____
20	_____
20	_____
20	_____
20	_____

**1.3** Work performed as prime contractor (in the same name) on works of a similar nature over the last five years .

Project Name	Name of Employer	Description of work	Contract No.	Value of contract (INR Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks explaining reasons for delay and work completed

\*\* Modify as appropriate.

Attachment required:

\_\_\_\_\_

<sup>1</sup>In case of state-owned enterprise or institution, in accordance with ITB Clause 3.1, attach documents establishing (i) legal and financial autonomy; (ii) operation under commercial law; and (iii) establishing that the Bidder is not under the supervision of the Procuring Agency or Employer.

1. Work Orders, Work Done certificate, Satisfactory Work Completion Report from employer

Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Value of Contract (INR Lakh)	Stipulated period of completion	Value of works* remaining to be completed (INR Lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)

\* Enclose a certificate from Engineer/ Employer concerned.

- 1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub-contract	Sub-contractor (name & address)	Experience in similar work

- 1.5 (a) Financial Statements for three years reflecting the financial situation of the Bidder. (audited financial complete report to be enclosed)

(b) Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents.

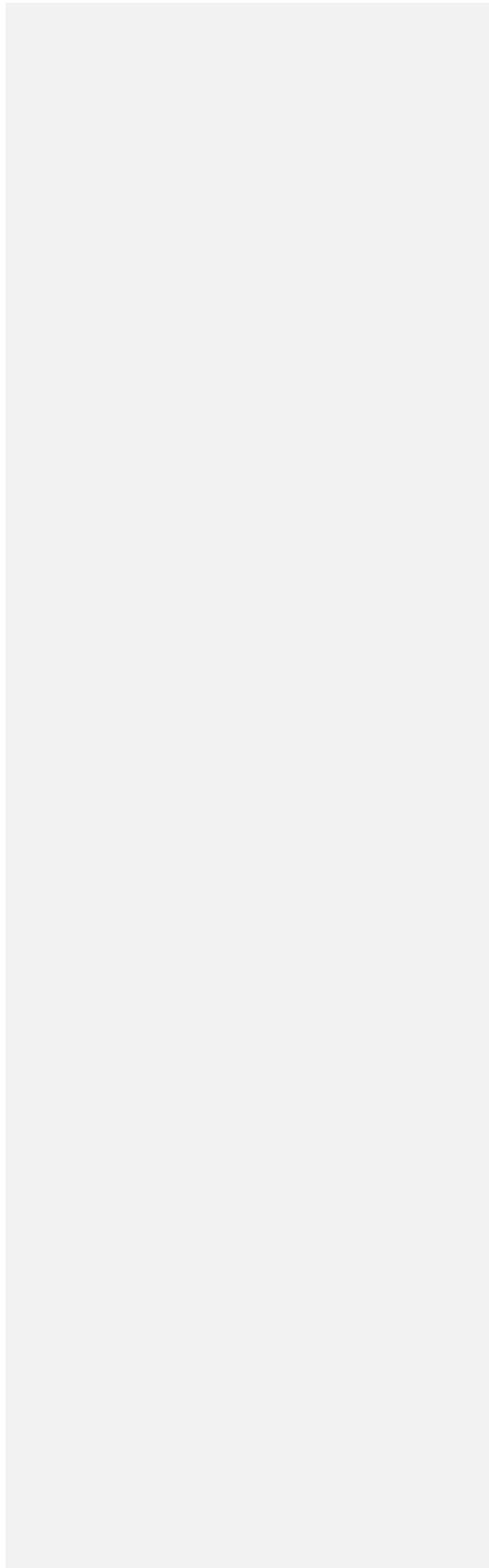
- 1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Procuring Agency.

- 1.7 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

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1.8 Organizational chart, a list of Board of Directors, and the beneficial ownership are attached. Attach Company registration certificate, GST certificate, Professional Tax Certificate and ESI/EPF registration certificate



## Form of Bid Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Bid Guarantee No.....[insert guarantee reference number]

Date.....[insert date of issue of the guarantee]

WHEREAS, \_\_\_\_\_ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_ [date] or will submit his Bid for the afforestation works of \_\_\_\_\_ [name of Framework Agreement] (hereinafter called "the Bid") under Request for Bids No.....[insert number] (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ [name of bank] of \_\_\_\_\_ [name of country] having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ [name of Procuring Agency] (hereinafter called "the Procuring Agency") in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Procuring Agency the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid; or (b) does not accept the correction of the Bid Price pursuant to ITB 14.2;

or

- (2) If the Bidder having been notified of the acceptance of his bid by the Procuring Agency during the period of Bid validity:
- (a) fails or refuses to execute the Framework Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Procuring Agency up to the above amount upon receipt of his first written demand, without the Procuring Agency having to substantiate his demand, provided that in his demand the Procuring Agency will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>3</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to

<sup>2</sup> The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 10.1 of the Instructions to Bidders.

<sup>3</sup> 45 days after the end of the validity period of the Bid.

Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

## **Notification of Award / Letter of Acceptance Framework Agreement for Works**

*[Use letterhead paper of the Procuring Agency]*

*[Date]*

To: *[name and address of the Bidder]*

**Notification of Award of Framework Agreement  
Framework Agreement No. *[insert FA reference number]***

This is to notify you that your Bid dated *[insert date]* to be awarded a Framework Agreement in relation to the execution of *[insert short title for Works]* is hereby accepted by our Agency.

Please sign and date both copies of the attached Framework Agreement, and return to us in the envelope provided, along with performance security in terms of ITB Clause 19 for amount of INR ....., within 21 days of receipt of this letter of acceptance, and visit this office to sign the contract.

Failure to furnish performance security and signed agreement within the period stipulated, shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security.

Signature of authorized signatory: \_\_\_\_\_

Name of signatory: \_\_\_\_\_

Title of signatory: \_\_\_\_\_

Name of Procuring Agency: \_\_\_\_\_

**Attachment:**  
Framework Agreement (Annex 3 and Schedule I)

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Procuring Agency]*  
 \_\_\_\_\_ *[address of Procuring Agency]*

WHEREAS \_\_\_\_\_ *[name and address of Bidder, also referred to as FA Holder or Contractor]* (hereinafter called "the Bidder") has undertaken, in pursuance of Framework Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[insert brief description of Works]* (hereinafter called "the Framework Agreement");

AND WHEREAS it has been stipulated by you in the said Framework Agreement that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Framework Agreement and Call-off Contracts, if any;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of INR \_\_\_\_\_ *[amount of guarantee<sup>4</sup>]* \_\_\_\_\_ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of INR \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until ..... (i.e.) 45 days after the expected completion date of the last call-off contract that could be awarded under the Framework Agreement, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

<sup>4</sup> An amount shall be inserted by the Guarantor, representing 1% of the value of indicative call-off contracts under the Framework Agreement.

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

## Advance Payment Security

### Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Advance Payment Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Purchaser]*  
 \_\_\_\_\_ *[address of Purchaser]*  
 \_\_\_\_\_ *[name of the call-off Contract]*  
 under \_\_\_\_\_ *[name and no. of Framework Agreement]*

Gentlemen:

In accordance with the provisions of the Terms and Conditions of Contract, Clause 6.1 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>5</sup>]* \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Purchaser]* receives full repayment of the same amount from the Contractor. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

<sup>5</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

**Retention Money Security**  
**Bank Guarantee**  
*[Guarantor letterhead or SWIFT identifier code]*

\_\_\_\_\_ *[Bank's name and address of issuing branch or office]*

**Beneficiary:** \_\_\_\_\_ *[Name and Address of Employer]*

**Date:** \_\_\_\_\_

**RETENTION MONEY GUARANTEE NO.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of FA Holder/ contractor<sup>6</sup>]* (hereinafter called "the Contractor") has entered into Call-off Contract No. \_\_\_\_\_ *[reference number of the call-off contract]* dated \_\_\_\_\_ with you, for the execution of \_\_\_\_\_ *[name of call-off contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of \_\_\_\_\_ *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the contractor, we \_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in Indian Rupees]* ( \_\_\_\_\_ ) *[amount in words<sup>7</sup>]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Call-off Contract without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of Bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Procuring Agency/ Purchaser or its Representative (Engineer) has issued the Defects Liability Certificate. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

\_\_\_\_\_  
*[Signature(s) and seal of the guarantor]*

<sup>6</sup> In the case of a JV, insert the name of the Joint Venture

<sup>7</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

*Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*