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1. Introduction:

In pursuance of instruction from Director General of Forests & Special Secretary to the Government of India, Ministry of Environment and Forests in his D.O. No.5-1/2009-FC dt. 21.7.2009 forwarding therewith Guidelines on State Compensatory Afforestation Fund Management and Planning Authority, an authority known as **the Mizoram State Compensatory Afforestation Fund Management and Planning Authority (State CAMPA) has been constituted by the State Government Vide Notification No B.11021/9/09-FST dt.26.8.2009** with three-tier function of the following Governing Body, Steering Committee and the Executive Committee with immediate effect.

a) The Governing Body of State CAMPA shall consist of the following:

i.	Chief Minister	-	Chairperson
ii.	Minister of Forests	-	Member
iii.	Minister of Finance	-	Member
iv.	Minister of Planning	-	Member
v.	Chief Secretary	-	Member
vi.	Principal Secretary (Finance)	-	Member
vii.	Principal Secretary (Planning)	-	Member
viii.	Principal Chief Conservator of Forests	-	Member
ix.	Chief Wildlife Warden	-	Member
x.	Secretary(Forest)	-	Member Secretary

The Governing Body shall lay down the broad policy framework for the functioning of the State CAMPA and review its working from time to time.

b) The Steering Committee of State CAMPA shall consist of the following :

i.	Chief Secretary	-	Chairperson
ii.	Principal Chief Conservator of Forests	-	Member
iii.	Principal Secretary (Forests)	-	Member
iv.	Principal Secretary (Finance)	-	Member
v.	Principal Secretary (Planning)	-	Member
vi.	Chief Wildlife Warden	-	Member
vii.	Chief Conservator of Forests (Central), North Eastern Regional Office, Shillong or his representative	-	Member
viii.	Presidents, Central YMA/MHIP, Mizoram (For a period of 2 years at a time and they shall be eligible for re-nomination)	-	Member
ix.	Addl. Principal Chief Conservator of Forests		
x.	\ (Nodal Officer)	-	Member Secretary

Steering Committee shall -

- i. Lay down and/or approve rules and procedures for the functioning of the body and its Executive Committee, subject to the overarching objectives and core Principles of State CAMPA.
- ii. Monitor the progress of the utilization of funds released by the State CAMPA
- iii. Approve the Annual Plan of Operation (APO) prepared by the Executive Committee.
- iv. Approve the Annual reports and audited accounts of the State CAMPA
- v. Ensure inter-departmental coordination.
- vi. Meet at least once in six months.

c) The Executive Committee shall consist of the following :

- i. Principal Chief Conservator of Forests - Chairperson
- ii. Chief Wildlife Warden - Member
- iii. Dy. Director (Accounts) in the Office of the Principal Chief Conservator of Forests - Member
- iv. Co-ordinator, Centre for Environment Protection, Mizoram / President, Association for Environmental Preservation, Mizoram (for a period of 2 years at a time and they shall be eligible for re-nomination) - Member
- v. Addl. Principal Chief Conservator of Forests (Nodal Officer, FCA) - Member Secretary

The State Level Executive Committee shall :

- i. Take all steps for giving effect to the State CAMPA and overarching Objectives and Core principles, in accordance with rules and procedures approved by the Steering Committee and approved APO.
- ii. Prepared the APO of the State for various activities, submit it to the Steering Committee before end of December for each financial year; and obtain the Steering Committee's concurrence for release of funds, while giving break-up of the proposed activities and estimated cost;
- iii. Supervise the works being implemented in the State out of the funds released from the State CAMPA;
- iv. Be responsible for proposer auditing of both receipt and expenditure of funds;
- v. Develop the code for maintenance of the account at the implementing agency level;
- vi. Submit reports to the Steering Committee for review/consideration; and
- vii. Prepare Annual Report by end June for each financial year

a) Aims and objects :- State CAMPA shall seek to promote :-

- i. Conservation, protection, regeneration and management of existing natural forests.
- ii. Conservation, protection and management of wildlife and its habitat within and outside protected areas including the consolidation of the protected areas.
- iii. Compensatory Afforestation
- iv. Environmental services which include :-
 - a. **Provision of goods** such as wood, non-timber forest products, fuel, fodder and water, and provision of services such as grazing, tourism, wildlife protection and life support.
 - b. **Regulation service** such as climate regulation, disease control, flood moderation, detoxification, carbon sequestration and health of soils, air and water regimes.
 - c. **Non- Material benefits** obtained from eco system, spiritual, recreational aesthetic, inspirational, educational and symbolic ; and
 - d. **Supporting such other services** necessary for the production of ecosystem services, biodiversity, nutrient cycling and primary production.
- v. **Research, training and capacity building.**

b) Functions of State CAMPA shall include, *inter alia*;

- i. Funding, overseeing and promoting compensatory afforestation done in lieu of diversion of forest land for non-forestry use under the Forest (Conservation) Act, 1980.
- ii. Overseeing forest and wildlife conservation and protection works within forest areas undertaken and financed under the programme
- iii. Maintaining a separate account in respect of the funds received for conservation and protection of Protected Areas.
- iv. Creating transparency for the programme and mobilizing citizen support; and
- v. **Embarking** up to two percent of the funds for monitoring and evaluation.

2. Annual Plan of Operations:

2.1 Preparation:

Every year an Annual Plan of Operations (APO) will be prepared well in advance forecasting works and activities to be taken up during the next Financial year including maintenance of ongoing works and initiating fresh works. Each Forest Range officer will prepare Annual Plan of Operations for the respective Range for the works to be taken up in the next financial year and submit to Divisional Forest Officer (DFO) / Deputy Conservator of Forest(DCF)by end of October, every year. The Annual Plan of Operations shall consist of :

1. Compensatory Afforestation to be done in lieu of diversion of forest land for non-forestry use under the Forest (Conservation) Act, 1980
2. Forest and wildlife conservation and protection works within forest areas undertaken and financed under the programme.

It shall include maintenance and continuation of all ongoing works that are required to be continued and initiation of fresh works, if any. Prescription of working plans (for those Divisions having approved Working Plan) shall be the guiding principles for preparation of shelf of activities in the Annual Plan of Operations.

The Annual Work Plan shall be accompanied by cost estimates and appropriate geo-referenced maps and sketches detailing the works.

The DFO/DCF shall scrutinize and compile Range level Plans and submit the same to the Conservator of Forests the respective Circle by 30th November. The Conservator of Forest of the respective Circle shall scrutinize and compile Division level Plans and submit the same to the Principal Chief Conservator of Forests by 15th December.

2.2 Approval

The Principal Chief Conservator of Forests (in consultation with Addl Principal Chief Conservator of Forests & Nodal Officer of CAMPA) will finalize the Annual Plan of Operations for the entire state by 15th January and place before the Steering Committee and obtain the approval.

The Annual Plan of operations for each Circle/Division/Range shall be communicated before commencement of the next financial year.

Deviation to the activities included in the Plan will not be entertained once they are approved by the Steering Committee. Modifications to the works included shall be submitted with proper justification by the concerned DFO/DCF to the Conservator of Forest who in turn with his proper recommendations submit the same to Addl Principal Chief Conservator of Forests & Nodal Officer of CAMPA). Such deviations have to be got approved by Steering Committee in any subsequent meeting of the said Committee. Only on receipt of such approval, the works shall be executed.

2.3 Release of Funds :

Funds required for utilization as per the Annual Plan of Operations approved by the Steering Committee shall be kept at the disposal of the Principal Chief Conservator of Forests and Nodal Officer of CAMPA who maintain interest bearing State CAMPA account jointly in nationalized Bank.

Similarly all the DFO/DCF implementing activities approved in the Annual Plan of Operations shall also open interest bearing zero balance accounts in their respective headquarters in any nationalized banks.

Soon after the approval of the Annual Work Plan or on the 1st of April whichever is later, funds required for the first quarter will be released from the central account held jointly by the Principal Chief Conservator of Forests **and Addl. Principal Chief Conservator of Forests Nodal Officer (CAMPA)** to the account held by the DFOs/DCFs through Electronic Clearance System. There upon subsequent releases will be made as and when the release made in a given Financial Year are utilized.

The DFOs/DCFs shall maintain all records along with voucher/ledger books etc., at Divisional Level. A monthly progress report and details of expenditure incurred under each component of NPV,CA etc shall be submitted by 5th and 10th of every month. The accounts at Division level shall be audited by the approved Chartered Accountant on the Panel of Comptroller and Auditor General of India (CAG) at the end of the Financial Year who will issue an audit certificate before the end of May of the next Financial Year. The DFO/DCF shall retain all passed and paid bills in the Division Office along with Cash Book and procedure the same for verification and audit during Internal Audit done by the Circle office once in quarter and during Annual Office Inspections.

2.4 Cash Book:

Monthly broad accounts of CAMPA of _____ Division for the month of _____

RECEIPT			UTILIZATION		
Sl.No	Particulars	Amount	Sl.No	Particulars	Amount
	<u>Opening Balance</u>			<u>Payments made to</u>	
	1. in Division Bank A/c's			1. Compensatory Afforestation	
	2. In Division in cash			2. Forest and Wildlife Protection	
	3. CB with FROs.			3. Forest and Wildlife management including biodiversity conservation	
	Receipt during the month			4. Infrastructure development and maintenance	
	4. Received from PCCF			5. Training and capacity	
	5. Other receipts (sale of tender forms etc.)			6. Monitoring and evaluation	
	6. Interest accrued			7. Administrative expenses	
	7. Receipt from user agencies if any			8. Other Heads	
	8. Any other receipts				
	Total receipts			Total Utilization	

2.5 Maintenance of records :

The following records are required to be maintained at different levels of Offices.

Name of the Register	Range	Division	Circle
1. Treatment Maps :- Geo reference maps with Lat-Long details the surveyed sketch of the area, type of soil, operations suitable shall be entertained	Range	Division	-
2. Cash Book/Bank account and Pass Book :- The funds received by bank account, withdrawals shall be noted month wise and reconciliation with bank every month shall be made	Range	Division	-
3. Plantation/Nursery journal :- The surveyed sketch area treated, copy of estimate, treatment viz., raising nursery, plantation, protection, etc. shall be recorded. The observations of RO/DFO/DCF/CF on inspection of the area shall be recorded. The follow up action on observations wherever necessary shall be recorded.	Range	Copy at Division	-
4. Work register :- Copy of sanctioned estimate, voucher wise, operation wise expenditure particulars shall be recorded year wise. The CR for the work for each year shall be submitted to DFO/DCF/competent authority. Copies of CR's maintained at Range/Division/Circle level	Range	Division	-
5. Register of usufruct :- All the usufruct such as grass, firewood/bamboo/timber any other material obtained in due course shall be recorded. The sale proceeds shall also be recorded. The amount shall be deposited in the bank account and intimated by RO to DFO/DCF/CF	-	-	-
6. Register of stores: - All the material procured in a range CAMPA works shall be recorded and its utilization, balance available be maintained. The procurement of vehicles or any other heavy machinery shall also be entered.	-	-	-
7. Cash Book	Range	Division	-
8. Bank account pass book		Division	-
9. Appendix. I {advance & recovery(AR)} Statement	Range	Division	-
10. Vouchers :- Copies of all vouchers through which payments made under CAMPA shall be maintained at Division level.		Division	-
11. B to J Registers:- if any vehicle purchased under the Scheme is available the Range/Division/Circle have to be maintain these registers.	Range	Division	Circle
12. Measurement Books :- with measurements of all the works executed and amounts paid written by officer executing the work, check measured by R.O. and test checked by DFO/ACF or any other higher authority	Range	-	-
<u>A.R. Ledger</u>	Range	Division	-
<u>Work docket sheer (FA IX)</u>	Range	Division	-
Utilization Certificate		Division	Circle

Following is the job chart of various officers implementing activities under CAMPA

Sl.No	Level of officer	Job chart
1.	Principal Chief Conservator of Forests	Implementation of decisions taken by the Steering Committee, nominating Chartered Accountant for audit of Division accounts, compilation, scrutiny and submission of Annual report to the steering committee, coordination with the Executive Committee, Steering Committee, Governing Body, Govt. of India and Govt. of Mizoram.
<u>2.</u>	<u>Addl Principal Chief Conservator of Forests & Nodal Officer(CAMPA)</u>	Overall supervision, technical guidance, Scrutiny and compilation of Annual Plan of Operations, annual utilization certificates, monthly progress reports and annual scheme completion report and their submission to the PCCF. Sanction of estimates coming within his competence and filing their completion reports, internal audit of accounts of divisions.
3	Conservator of Forest	Supervision of execution of works approved in the annual plan of operations within the circle, technical guidance, Scrutiny and compilation of Annual Plan of Operations, annual utilization certificates, monthly progress reports and annual scheme completion report and their submission to the PCCF. Sanction of estimates coming within his competence and filing their completion reports, internal audit of accounts of divisions.
4.	Divisional Forests Officer	Supervision of execution of works approved in the annual plan of operations within the division, receiving and accounting funds for implementing these works, payment for works as per Bills passed, retaining bills after their payment, rendering monthly utilization certificate of the funds utilized to the PCCF through the respective CCF/CF, sanction of estimates coming within his competence and filling their completion reports and test checking works, assisting in audit of accounts.
5.	Forest Range Officer	Supervision of execution of works approved in the annual plan of operations within the Range, sanction of estimates coming within his competence and filing their completion reports, maintenance of cash book for

		payments made by him, check measurement and passing bills for payment and test checking works.
6.	Forest Beat Officer	Supervision of execution of works approved in the annual plan of operations within the Beat, record of works.

2.6 Monitoring and evaluation : The concurrent monitoring of works taken up / to be taken up utilizing the CAMPA money has to be done. The primary monitoring and evaluation should be done by the implementing Agency / State itself and secondary monitoring and evaluation shall be done by independent agency to be nominated by the State.

The Addl.PCCF & Nodal Officer(CAMPA) shall establish a primary monitoring mechanism to ensure 100 % verification of works at division level, 10 % at Circle level, 2 % verification of works shall be done at State level.

3. Sanction of Estimates

3.1 Preparation of Estimates :

The estimates are to be prepared for all the works approved in the Annual Plan of Operations following the approved Forest Schedule of Rates or **PWD Schedule of Rates**. All the estimates shall be prepared by the respective Range Officer.

Estimates shall be prepared after careful study of the conditions in order to make adequate provisions to suit the site conditions. Before according technical sanction by the competent authority, it should be ensured that provisions are made for all the items necessary for the completion of work and data and rates are prepared and worked out correctly. In case of civil works, working out the rates of materials that go into a work, lead statement is important. While the basic cost of the materials is available in the Schedule of Rates, the source of material i.e.; the quarries from which the construction materials like sand, cement, stone, brick, steel etc., are to be transported should be correctly identified. It is necessary that lead statements, datasheets and details of the estimates are certified by the officers who initially prepare the estimates. All the particulars of data and lead statements adopted in preparation of the estimates should be certified by the respective RO before it is sanctioned by the DFO/DCF. The DFO/DCF will countersign if the estimate is to be sanctioned by the Conservator of Forests. The DFO/DCF and Conservator of Forests will have to countersign if the estimate is to be sanctioned by the **Addl.PCCF/PCCF**. The countersigning Officers shall be responsible for the overall correctness of all the details of estimates along with the Range Officer.

3.2 Sanction of Estimates :

The following powers are delegated to various Forest Officers for sanction of estimates.

PCCF	No limit (limit is the amount of administrative approval)
Addl.PCCF & Nodal Officer	` 30 lakh
Conservator of Forests	` 20 lakh
Divisional Forest Officer/Deputy Conservator of Forests	` 10 lakh
Range Officer	` 1.0 lakh

Technical sanctions shall be accorded to the estimates after due scrutiny only for the works included in the Annual Plan of Operations. Implementation of works shall not commence without a technical sanction by the competent authority as per the delegation detailed above. If for any reason estimates are required to be sanctioned for activities that are not included in the Approved Annual Plan of Operations, prior approval of the PCCF shall be obtained with adequate justification and the PCCF shall approve only such works that would normally be approved under the CAMPA guidelines.

3.3 Filing of Completion Reports (CRs) :

The completion report shall be filed for each and every sanctioned estimate after proper scrutiny. On scrutiny and filing of completion reports, the same has to be communicated to the concerned officer who has submitted the CR. The number of filing CRs shall be equivalent to the number of estimates sanctioned during the financial year.

4. Execution of works

4.1 Method of works :

Works can be executed by one or other of the following methods

1. The Departmental method.
2. The Piece work Contract method.
3. The Lump sum contract method.
4. The Schedule contract method.
5. Nomination method.
6. Tender system.

For this purpose if the value of work put to tender exceeds ` 1.00 Lakh it is called major work. If it is less than ` 1.00 Lakh it is called minor work.

4.1.1 The Departmental method : - The Departmental itself engages the necessary daily labor and purchases or supplies the necessary material.

4.1.2 The Piece Work Contract Method : - The piece workers agrees to executes a specified work or part of a work at specified rates without reference to quantity or the time taken, and the department arranges for the supervision, setting out and measuring of all the work done.

4.1.3 The Lump-Sum Contract Method : - The Contractor agrees to executes a complete work in accordance with the specifications for a lump sum payment. This method should be adopted except when none of the other methods is considered more advantageous.

4.1.4 The Schedule Contract Method : - The Contractors agrees to executes one or more of the items included in a work at fixed rates and the amount to be paid to him depends on the quantity and kind of work done or materials supplied.

4.1.5 Nomination Method : - Major work or minor work can be entrusted on nomination provided the conditions attached to such entrusted of works on nomination are satisfied. Details of procedure and delegation to be adopted are given in subsequent paras of this manual.

4.1.6 Tenders System : - Major and minor works can be got executed through Registered contractors by entering into contract after calling and obtaining tenders. Details procedures to be followed are given in subsequent paras of this manual.

In all the works enumerated above (with the exception of department method), a contractor shall be appointed for execution of the works. Further for all the works the value of which is ` 5000/- and above, payments shall be made only through cheque. Contractors shall be selected for appointment from among the list of registered contractors.

4.2.1 Norms and types :- The norms and details here are applicable only for Environment & Forest Department. The contractors registered will be called as Contractors of Environment & Forest Department of Government of Mizoram. Registration of the contractors will be done in the following categories.

4.2.2 Categories of contractors : - Registered of contractors in each category will be done in the following classes, separately under each one or more of the classes as they may desire.

- a. Class I
- b. Class II

The Contractor of Class-I is eligible to take up the works throughout the circle in which he is registered. Contractors of Class-II can tender for works only within the Division where registration is done. The registrations should be done for the class of contracts etc. as mentioned in annexure – III.

4.2.3 Procedure for Registration:- Wide publicity should be given by the Officers registering contractors preferably by advertising in news papers having wide circulation calling for proposals for registration. The contractors shall submit an application in the proforma given in

Annexure – IV (a) to the concerned authority. The authority competent to register the contractor in the concerned class will take action to verify the credentials and antecedents and issue suitable order registering the contractor. A draft form for issuing order of registration is given in annexure – IV (b). The following documents shall be submitted along with the application seeking registration as a contractor in a particular class or category.

- a. Application form in the Proforma with ` 2/- Court fee stamp affixed there on.
(Annexure-IV)
- b. Proof of payment of Registration fees.
- c. Solvency Certificate valid for one year from the date of issue to be obtained from the officer of Revenue Department of the rank not below that of the **Surveyor**, from Nationalized Bank in the proforma (Annexure – V a & b). The certificate should be got renewed by competent authority for the period of registration or Fixed Deposit Receipt from any Nationalised Bank or adequate Surety.
- d. A list of works executed by the contractor during the past five years duly certified by the concerned Departmental Officer.

4.2.4 Rules of Registration:

- a. Registration of contractor in any class once done shall be in force only for five (5) years in that particular class. The contractor shall register himself afresh every five (5) years thereafter.
- b. While submitting the application for fresh registration in the same class or for registration in higher class, the contractor shall furnish the certificate of his performance issued by the Officer in charge of the works as detailed in Annexure III.
- c. A contractor can register his name for more than one category.
- d. The contractor shall not apply for registration in his name and also in the name of partnership/ company which runs in his name of the same class or category at a time.
- e. Contractors of other States shall get themselves registered in this State before offering their tender for works in this State.
- f. The contractor already registered under a particular class can form partnership firms in the same class and category only by separate registration at the time of biennial registration as mentioned in clause (I) above.
- g. In the case of partnership/ companies any changes in the partners shall be reported to the registered authority immediately.
- h. The applicant is required to furnish the following certificate.

“Certified that I will employ qualified technical personnel with suitable complimentary staff to meet the requirements of the works as specified in the Tender documents”

- i. The contractor so registered shall be eligible to be nominated only after one month of registering.

4.2.5 Demotion of Contractors : The registering authority may demote a contractor if he :

- a. fails to execute contract or executes it unsatisfactorily or is proved to be responsible for constructional defects.
- b. has no longer adequate equipment, technical personnel or financial resources.
- c. violates any important conditions of contract.
- d. is responsible for any other matter which may justify demotion to a lower class.
- e. is litigant by nature.

The fact of and the reasons for demolition shall be communicated (see Annexure VI – A & B) and two weeks’ time shall be given to the contractors to offer his explanation before demoting him. Copies of the order together with a memorandum containing reasons for demotion should be forwarded to the Government through the Conservator of Forests/Addl Principal Chief Conservator of Forests/Nodal Officer or Principal Chief Conservator of Forests. In case of contractor registered for more than one category or work, the order regarding demotion would apply only to one category unless otherwise stated in orders.

4.2.6 Suspension of business: Suspension of business with a contractor may be ordered by the registering authority for any indefinite period pending full enquiry into the allegation, if the registering authority is prima facie of the view that the contractor is guilty of an offence in relation to the business dealings which if established would result in his removal, black listing and it is not desirable to continue business with the contractor.

The reasons for suspension of business shall be intimated to the contractor and two week’s time shall be given to him to offer his explanation. If the explanation is not satisfactory, action may be initiated for suspension of business.

Copies of the orders together with a memorandum containing reasons thereof should be forwarded to the Government through the concerned Conservator of Forests and Addl Principal Chief Conservator of Forests/Nodal Officer or Principal Chief Conservator of Forests.

Suspension of business with the contractor for a specific period may be ordered by the registering authority when the contractor is responsible for minor technical offence (s) or when he fails to furnish the Income Tax Clearance certificate. In such a case the fact of suspension should be communicated to the contractor giving reasons for the same. This action need not be reported to the Government.

4.2.7 Removal from Approved List: Registering authority may remove the name of the Contractor from approved list, if the contractor :

- a. Has on more than one occasion failed to execute a contract or has executed it unsatisfactorily (or)
- b. Fails to abide by the conditions of registration or
- c. is found to have given false particulars or information at the time of registration
- d. persistently violates any important condition (s) of the contract
- e. is proved to be responsible for work defects in a number of cases;
- f. is declared or in the process of being declared bankrupt, insolvent, wound up dissolved or partitioned.
- g. Persistently violates the labor regulations and rules.
- h. The reasons for removal from the approved list shall be intimated to the contractor and two weeks' time shall be given to him to offer his explanation. If the explanation is not satisfactory action may be taken to remove the contractor from the approved list. The EMD shall also be forfeited.

Copies of orders together with a memorandum containing reasons therefore should be forwarded by the registering authority to the Government through concerned C.F and **Addl Principal Chief Conservator of Forests/Nodal Officer** or Principal Chief Conservator of Forests.

In respect of contractors registered under more than one category of work orders regarding the removal should apply only to the particular category unless otherwise stated.

4.2.8 Black listing: Only the administrative department of the Environment & Forest Department of Government of Mizoram will black list the contractor. The head of the department (PCCF) may black list a contractor with the approval of the Government where:

- a. There are sufficient and strong reasons to believe that the contractor or his employee has been guilty of malpractice (s) such as irregular practices including formation of ring, bribery corruption, and fraud including substitution and indulges in smuggling, pilfering or unauthorized use or disposals of Government materials issued for specific work.
- b. A contractor continuously refuses to pay Government dues without showing adequate reasons.
- c. A contractor or his partner or his representative has been convicted by a court of law for offence involving moral turpitude in relation to business dealing (s).
- d. Security Consideration including doubtful loyalty to the State so warrant. In all such cases the EMD shall also be forfeited.

Contractor should be given an opportunity of two week's time for offering his explanation on the proposal to black list him before taking final decision. Copies of such orders together with the reasons for the action taken and also the names of the partners and the list of allies concerned coming within the effective influence of the blacklisted contractors should be forwarded to the Secretary of the concerned administrative department (Environment & Forest Department) who will in turn intimate the other Departments in the Government for ordering immediate cessation of all future business with the contractor.

Decision for black listing of a contractor will be taken by the administrative department and communicated to the Principal Chief Conservator of Forests giving reasons for blacklisting the contractor as also the names of all the partners of the contractor and allies concerned coming within the effective influence of the blacklisted contractors. Blacklisting orders would however be issued by the **Addl Principal Chief Conservator of Forests & Nodal Officer /** Principal Chief Conservator of Forests who shall intimate the reasons for blacklisting of the contractor concerned. Action for blacklisting a contract should be taken only where it is established that the offence was committed in order to secure advantage to the contractor and not where the object may be secure advantage to any employee or representative of the contractor personally. The administrative department in the Government while examining any case of a blacklisting of a contractor may refer doubtful marginal cases for advice to the Law Department wherever justified necessary. Once the blacklisting orders are issued they should ordinarily not be revoked unless on review the government is of the opinion that the punishment already undergone is adequate in the circumstances of the case and in respect of the same offence, the accused has been honorably acquitted by a court of law. **Addl Principal Chief Conservator of Forests & Nodal Officer /** Principal Chief Conservator of Forests shall be responsible for keeping up to date list of blacklisted contractors (Including those blacklisted at the instance of the Government) and circulate every quarter a list of additions and revocations during the previous quarter.

4.2.9 Restoration: Upgrading a demoted contractor revoked the suspension of business, restoring registration, withdrawal of blacklisting etc., may be considered at an appropriate time on the merits of each case by the authority that has passed the original orders. Copies of restoration orders should be furnished to the concerned administrative of the Government.

4.3 Implementation of works on nomination and through tender system:

4.3.1 Nomination of contractors for minor works: Tenders need not to be called for works up to ` 1.00 Lakh. For all such works contractors can be nominated for their execution from among the registered contractors.

4.3.2 Nomination of contractors for major works: For all works value of which is more than ` 1.00 Lakh, tender should be called. When tenders have been called for a work at least once (in case of Forest conservancy works) and at least two times for other works), and there is no response or the tenders received are unsatisfactory and have to be rejected and it is considered that calling for tenders again will be fruitless, or undesirable, or in the event of VVIP security, natural calamities etc. DFO/DCF who is competent to accept the tenders may allot the work to a contract selected by him from among the register of contractors with the sanction of the concerned Conservator of Forests at rates not exceeding the estimate.

4.3.3 Delegation for entrustment of works on nomination: The reasons for entrustment of nomination should carefully recorded in writing before awarding the works on nomination. If the Principal Chief Conservator of Forests himself is entrusting the work on nomination, he

should obtain prior approval of the Administrative Department in Government. In exceptional cases, the Conservator of Forests and **Addl Principal Chief Conservator of Forests & Nodal Officer** or Principal Chief Conservator of Forests can accord post facto approvals. In case of extreme urgency like natural calamities, visits of VVIP's Security etc., nomination of works can be decided by the Conservator of Forests. The limits specified for nomination of works are as under:

Category of Officer	Delegation for Nomination	Prior approval needed from
Range Officer	` 1,00,000 /-	Divisional Forest Officer/Deputy Conservator of Forests
Divisional Forest Officer/Deputy Conservator of Forests	` 3,00,000 /-	Conservator of Forests
Conservator of Forests	` 5,00,000 /-	<u>Addl.Principal Chief Conservator of Forests & Nodal Officer</u>
<u>Addl Principal Chief Conservator of Forests & Nodal Officer</u> /Principal Chief Conservator of Forests	` 10,00,000 /-	Government of Mizoram

4.4. Tender system :

4.4.1 Procedure for call of Tenders : Tender notice or Notice Inviting Tender (NIT) will be approved by the officers for the works for which they are competent to accord technical sanction. The Tender document will be prepared by the concerned officers bringing greater transparency indicating the provisions made in the estimates for items which are reimbursable to the contractor with conditions therefore.

4.4.2 Tender invitation & finalization :

For works up to ` 50.00 lakh the tender notice shall be published in District Edition of at least one vernacular news paper with wide circulation. For the works costing more than ` 50.00 lakh, the tender notice shall be published in at least two newspapers having wide circulation at the state level. The Tender schedule should contain not only quantities but also the rates worked out by the department and the amount for each item and the total value of the contract. The Tenderer should indicate his willingness to do the work either at the estimated value of the work or at a percentage less than the estimated value of the work. Authority should always be reserved to reject any or all the tenders so received without the assignment of a reason and this should be expressly stated in the advertisement.

4.4.3 Publicity to the tenders :

- (a) Copies of tender notices may be sent to all the divisions in that as well as neighboring circles for being exhibited promptly on their notice board.

- (b) Copies of Tender Notice may be sent to all the registered contractors of the above mentioned divisions/circle.
- (c) Copies of tender notice and paper cutting should be recorded with tender documents.
- (d) The tender notices should be sent only to the particular class of registered contractors as specified in the Tender Notice depending upon the value of the work.

4.4.4. Prevention of collusion of Contractors : Tender schedules shall be issued till a date prior to the last date of submission of tenders. Once a contractor buys a tender schedule, he is not permitted to return the schedule without quoting for the work. After buying a tender schedule if a contractor does not tender for the work, his EMD shall be forfeited.

4.4.5 Receipt of tender: The tender shall be received at the place and time as specified in the Tender notice. The contractor can submit the tender either personally/ through his agent or by post. In case of submission of tender documents by post the delay in receipt of tender is to the account of the tenderer considered by the tender opening authority. Tenders will be finalized by the respective officers for the works costing up to their powers to accord technical sanctions. The time allowed for submission of tenders from the date of publication of tender notice to the date of receipt of tenders is 14 days for the first call and 7 days for the second call. A format of the Tender notice, format of tender and notice to tenderer whose tender is under consideration, articles of Agreement are given in Annexure VII (A, B & C) both for lump and piece work contracts.

A register of Tender schedules sold and registration of tenders received should also be maintained. The formats of these registers are in Annexure I & II. The tenders should be opened in the presence of the tenderer or their authorized representatives, and other officials concerned on the specified dates and time and the result should be recorded then and there only. The signatures of the tenderers or other authorized representatives and other officials concerned who were present at the time of opening of tenders should be obtained in this register. The action taken on the tenders should also be recorded in the register.

Unsealed tenders should summarily be rejected. Tender shall be valid for a period of 1 to 3 months as the case may be. Before the expiry of the validity, the authority competent to call for the tenders shall seek for further extension of validity from the contractor. In case, validity is not extended, his tender will not be considered and the E.M.D shall be returned. During the period of validity, if any tenderer with-draws his tender, his E.M.D shall be forfeited.

4.4.6 Cost of tender Schedules: The cost of tender schedules should be fixed depending upon the number of pages, nature of print and cost of paper etc., and expenditure incurred. The

sales proceeds of tender schedule should be appropriately accounted as revenue. The cost of tender schedules is not refundable.

4.4.7 Tender Premium: For all works ceiling of Tender premium is 5%. *as instructed by the government IN g.o. Ms. No. 133, Irrigation & CAD (PW Reforms) Department, dated 20.11.2004*. Even after repeated calls (as specified above), if the tender premium is more than 5%, and if it is decided not to accept such tenders the work can be awarded on nomination at the estimated value to a contractor selected from the list of contractors maintained by the department.

4.4.8 Discount Tenders: Tender upto 15% less than the estimate rate can be accepted. In such cases, the tenderers should be asked to produce a bank guarantee for the amount equivalent to the less % quoted as compared to the estimate value of the work put to tender.

4.4.9 Comparison of tenders: In most of the cases, the tenders are called for based on sanctioned estimates. But after receiving the tenders, the rates in the sanctioned estimates should not be stated to be unworkable and the tenders compared with modified higher rates based on some date on the plea that the modified higher rates are workable ones. Tenders are invariably to be compared and accepted with reference to the rates in the sanctioned estimates only. If the rates in the sanctioned estimate are found unworkable with reference to the current PWD SOR/Forest SOR due to the lapse of time or wrong data etc, the proper course would be either to submit revised estimate adopting current schedule of rates before the tender call is made for approval of the competent authority justifying higher rates. The powers of accepting tenders up to the permissible limits above the rates in the sanctioned estimates should be used cautiously and only after making sure that the acceptance of such tender is unavoidable.

4.4.10 Acceptance of Tenders: No tender should be accepted from any person directly or indirectly connected with Government Service. The Officer opening the tenders should invariably date and initial all the pages of tender document irrespective of whether they contain any correction, over-writing etc. If there are corrections in the tender unattested by the tenderer, a note of such correction should be made on the tender itself when it is opened. The officer opening the tenders should keep a personal note of the total number of tenders opened by him and verify therewith the number in the comparative statement of tenders. Other thing being equal, normally the lowest tender should be accepted. In selecting the tender the financial status of the tenderer, his capability, the security offered by him or the record of his execution of any works previously should be taken into confidential record should be kept of the reasons for doing so, relative merits of various bidders concerned should be discusses and cogent reasons to be given for rejection of the lowest tender. This confidential record should be produced to audit if required by audit.

The acceptance of the tender other than the lowest should be reported to the next higher authority with due justification. The next higher authority shall scrutinize the report carefully

and call for more details if necessary. Their acceptance or rejection of tenders is however left entirely to the discretion of the officer to whom the duty is entrusted and no tenderer can demand the cause of rejection. Authority should always be reserved to reject any or all of the tenders so received without the assignment of a reason and this should be expressly stated in the advertisement. In the event of two lowest tenders being of same denomination, decision shall be taken by taking lots in the presence of the concerned parties or their nominees.

4.5 Agreements :

4.5.1 Delegation of powers for entering into contracts : following are the powers delegated to different forest Officers for entering into contracts and for acceptance of Tenders :

1	Range Officer	1,00,000
2	Divisional Forest Officer	10,00,000
3	Conservator of Forests	20,00,000

For works costing more than ` 20 lakh, the Conservator of Forests invites open tenders with the prior approval of **Addl Principal Chief Conservator of Forests & Nodal Officer**/PCCF and the result of such tenders will be submitted to the **Addl Principal Chief Conservator of Forests & Nodal Officer**/PCCF for orders on the selection of Tenderer. The agreement for such work will be concluded by CF and after concluding the agreement, the tender documents including the tender notification, comparative statement and the agreement will be sent to the DFO/DCF for safe custody and execution of the work as per the sanctioned estimates, delegation and procedures are applicable for procurement of stores also.

4.5.2 Delegation of powers for acceptance of tenders : (Tender sanctioning authority)

*DFO/DCF/CF/**Addl.PCCF** or PCCF – 5% Excess of the estimated value of the work put to tender*

4.5.3. Contract Documents and Enforcement Before a work is given out on contract, the authority competent to accept the contract must prepare “Contract documents” to include.

- Complete set of drawings showing the general dimensions of the proposed civil work.
- Specification of the sub items of the work to be done and of the material to be used.
- Schedule of quantities of the various descriptions of work (only for L.S. tenders).
- Set of condition of contractors to amplify as necessary, the preliminary and other specification of **Mizoram Detailed Standard Specifications** forming part of contracts based on L.S. tender system. (for piece work contracts, the conditions considered necessary for any particular case should be attached to the agreement. The terms of a contract must be precise and definite – No contract involving an uncertain or indefinite liability or any condition of an unusual character should be entered into without the previous consent of the competent financial authority. Contract should wherever possible, be executed on one or other of the standard form but they may be modified to suit the requirements of a

particular case, after consultation with the next higher authority. In cases where it is considered that none of the standard forms can be used even with suitable modifications, the contracts should be got approved specially by the Principal Chief Conservator of Forests .

- e. DFOs/DCFs and their subordinates are responsible to ensure the strict enforcement of the terms of contract. No act shall be done which tend to nullify or vitiate a contract.

4.6. Earnest money deposit (EMD)/security deposit and further security deposits (FSD) :

4.6.1 EMD : As a rule, no tender for the execution of works of any description should be received unless accompanied by earnest money to the extent notified as necessary in the tender notice. The earnest money is the guarantee of the tender to deposit the requisite security and to enter into the required agreement on intimation of acceptance of his tender. It is forfeited in case of default. It can be paid in the shape of crossed D.D on any Nationalized Bank. It should be refunded after the payment of final bill to the contractor and the initial observation period as specified from the date of completion of works.

4.6.2 Collection of EMD :

4.6.2.1 Major works : In order to discourage purchase of tender document of non-serious bidders, tender document shall be issued to the contractors on payment of EMD at 1% of the estimate contract value. Successful bidder will pay balance of EMD of 1 ½ % contract value at the time of concluding the agreement.

4.6.2.2 Minor works :- For minor works out of EMD of 2.5% of the value of work put to tender 1.5% of the value of work put to tender should accompany the application for purchase of tender schedules. The balance 1% should be paid at the time of concluding the agreement.

4.6.3 Further Security Deposits (FSD) :- Further security deposits are the amounts withheld from the running accounts of the contractor to ensure due performance of the contract. For the works costing upto ` 1,00,000 no further security deposits shall be withheld. For the works above ` 1,00,000 in value, FSDs will be withheld at 3% of the value of work done from each running account bill. In respect or works entrusted on nomination n and for major works EMD should b collected at 2.5% of value of work. In respect of major works the recovery of F.S.Ds will be @ 7.5% of the value of work done from the running account bills out of which 5% will be released in final bill while crediting 2.5% under deposits. The EMD & F.S.Ds of 2.5% shall be refunded to the contractor after payment of final bill and after defect liability period of three months.

4.7 Measurements/check-measurements, test check and preparation of bills:

4.7.1. Delegation of powers: All works done and all supplies relating to a work should be paid for on the basis of measurement recorded in a measurement book ('M' book). The

measurement book is the original record of actual measurement or count. All payments for work or supplies are based on quantities recorded in the 'M' book. Hence the government servant who takes the measurement must take all possible care to record the measurement clearly and correctly. Check measurement is intended to detect errors and to prevent fraudulent entries. It should, therefore, be done with discretion and precision. The following powers are delegated for taking/recording measurement, conducting check measurements/test check.

Officer measuring and recording the work in 'M' book and the value of the work bill up to which measurements and recording the work, can be made.	Designated officer to check measure	Percentage check measurement.
<i>All BO work bills</i>	<i>RO</i>	<i>100%</i>
<i>All RO work bills</i>	<i>DFO/DCF</i>	<i>100%</i>

As a matter of rule, the RO should not record initial measurements except in the cases of emergency in territorial divisions. ROs in the Functional Divisions such as Extension Division, Research Division, Protection Division, Working Plan Division, Training School etc should record measurements directly if there are no BOs under their control/jurisdiction.

Check measurements should be done for 100% of works and should be conducted with discretion, the items selected being those which are liable for mistakes or which are more susceptible for fraud or which would affect the total amount of the bill, if inaccurate. The check-measuring office should invariably record his observations in the M. Book.

4.7.2 Responsibility for irregularities notice in the Check Measurement/Test Check etc:

If the check measuring officer finds that the work recorded does not exist or is of poor quality or it does agree with the measurements already recorded, he shall correct the measurements and signs the items he check measured. The officer who recorded the original measurements should be called upon to explain the deviations/deficiencies and action as per CCA Rules should be initiated. Payment will be limited to actual only.

If during test check, a non-existent / substandard work is notice to have been check measured, the officer who recorded the measurement shall be held responsible in addition to the officer who recorded the measurements originally. If this irregularity has been noticed after payment for the non – existent/substandard work, the amount shall be recovered from the contractor. Suitable disciplinary action before the payment is made, no claim lies for the defective/non-existent work.

If any irregularity is noticed by the Vigilance & Enforcement or other inspecting agencies including quality controlling staff, in the items of work that had already been test-

checked, the officer who test-checked the item of work shall also be held responsible in addition to the officer who initially recorded and who check measured. Suitable disciplinary action will be taken in addition to action for recovery of the amount involve.

If any irregularity is notice in the items which have not been subjected to test check, the responsibility lies wholly on the officer who conducted the check measurement and the officer who initially recorded. The value of the work involved in such cases is recoverable from the contractor.

4.7.3 Time limit for Test Check: Works Should be test checked before the period beyond which it is difficult to accurately measure the works. The works such as earth work, cultural operations etc., should be tested within (3) months.

4.7.4 Quality Control : In all the Divisions having ACF, the ACF shall act as quality control officer. For other divisions the respective Conservator of Forests will make necessary arrangements.

5. Preparation of Bills and Payments:

5.1 Delegation of powers on passing for payment of single bill : The DFOs and ROs are delegated with the followings powers for passing bills for making payment on account of work done or supplies made by the contractors/piece workers up to the following limits or any single bill.

DFO/DCF	-	Above ` 50,000 /-
RO	-	` 50,000 /-

In respect of works upto ` 1,00,000 /- A.R. advances can be issued to ROs (through cheque) following delegation prescribed in the ROs shall open an interest bearing Saving Bank account. In such cases, the in any nationalized bank to which, such AR Advance shall be advanced. Payments for all the bills passed by the RO for these works shall be made by the RO by cheque. The RO shall render accounts for advances received and payments made, to the DFO/DCF every month by the 5th of the successive month.

In respect of all the other works (value of which is more than ` 1.00 lakh), payments should be made only by the DFO/DCF. After execution of such works, after recording the details of works executed in 'M' Books and Check measurement, detailed Bills should be prepared by the RO and the same shall be passed duly following the delegation detailed above. All the bills that are passed by the RO for payment, shall be sent along with the 'M' Book to the DFO/DCF for effecting payment. **All the Bills passed by the RO shall be sent through the ACF(if available) with his countersignature.** They should then be countersigned by the DFO/DCF after due scrutiny with reference to the sanction estimates, entries in the 'M' Books and details of check measurement.

5.2 Payment of bills: All payments shall be made against bills in formats as prescribed in the Mizoram Financial Code after recording the pass order as per particulars recorded in the 'M' Book. and after check measurement. The vouchers shall be super scribed as CAMPA works.

After the bills passed or countersigned by the DFO/DCF, the payment should be made directly to the contractor/ supplies through crossed cheque or through Electronic Clearance System duly deducting al the recoveries affected in the bill. After the bill is paid, the amount of recoveries so made shall be properly accounted. The 'M' Books shall then be returned to the Range Officer and the passed and paid Bills shall be maintained in the Divisional Office and presented to the Audit as and when required. For all the payments made by the DFO/DCF. Cash Book should be maintained only in Divisional Office.

Only for work that are less than ` 1,00,000 /- AR Advance may be issued to the Range Officer and recoveries may be made by way of work done. For all such works Cash Books should be written by Range Officer and Bills after paying may be sent along with Cash Accounts to the DFO/DCF for incorporating in Divisional Cash Book after countersigning the Bills. All these Bills should be retained in the Divisional Office and produced for Audit as and when required. The consolidated accounts of entire Divisional shall be compiled and finalized at Divisional office by 10th of every succeeding month.

ANNEXURES

Maintenance of records and registers

Annexure - I

Register of tender Schedules Sold (para 4.4.5)

Circle:

Division:

Year :

Range :

Sl No	Tender Notice No.	Name of the work	Name & address to whom Tender Schedules Sold	Cost of Tender Schedules	Date of remittance to Government	Amount of EM.D. Collected	Remarks
1	2	3	4	5	6	7	8

Annexure - II

Register of Tender Received (para 4.4.5)

Circle:

Division:

Year :

Range :

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

Annexure – III**Register of Registered Contractors (para 4.2.2)**

SINo	Class of Contractors	Monetary Limits of Works (per work)	Registering Authority	Solvency Certificate/ Fixed Deposit Receipt/ Surety	Past experience	Reg. Fee
	Class – I	Minimum of ` lakh per work	Conservator of Forests	For at least 10% of the monitory limit prescribed (Please see column 3)	Execution of works up to ` 3 lakh in a year out of past 5 years (This is optional if registration is being done for the first time)	` 100
	Class – II	Upto ` 10 lakh per work	Divisional Forest Officer	For at least 10% of the monitory limit prescribed (please see column 3)	Execution of works up to `0.50 lakh in a year out of past 5 years (This is optional if registration is being done for the first time)	` 50

Form of Application for Registration of Contractors (para 4.2.3)

To

D.F.O/ Conservator of Forests

Sir

Sub: Contractor – Environment & Forest Department – Application for registration as
Class – I/ II Contractor – submitted – regn.

I Managing Partner of (in the case or firm)
..... and
ResidentVillage
Block District a Registered class
.....Contractors.....of Govt./Corporation etc. request you to kindly
register my name / our firm as.....Class contractor and communicate suitable
orders of registration.

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

- i) Demand Draft No.....Dt.....Drawn on.....in favour of.....for `
- ii) Solvency certificate issued by competent authority for `
- iii) Fixed deposit receipt No.....for `from.....(name of the bank) (FDR shall be for the duration for which registration will be valid).
- iv) Surety from
- v) A list of works carried out by me in the past five years with their values certified by any officer of the rank of DFO/DCF or Executive Engineer or equivalent rank
- vi) Certified copy of the partnership deed (In the case of firm)

Annexure – IV – (B)**Form for approval of registration of contractor (para 4.2.3)**

Proceeding No.....dated.....

Present :

Sub : Contractor-Registration of Contractors-Orders-issued Ref : 1)

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

The Conservator of Forests/DFO/DCF accordingly register the name of the following contractors as Class-I, Class-II contractors qualified to tender for works costing above and upto
 \
 \

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

Sl.No	Name and Address of the contractor	Class

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

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

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

Divisional Forest Officer / Conservator of Forests

To,

All the concerned persons

Annexure – V (A)

Form of Solvency Certificate by the Bank (para 4.2.3.c)

IManaging Director / Manager / General Manager / Agent of
.....Bank Ltd., do hereby certify that..... (here the Names and Address
of the Contractor) to be solvent to the extent of `(Rupees.....) as
disclosed by the information and record which are available with the afore said bank.

Date.....

Place.....

For thebank
(Designation of the Office authorized to sign)

Annexure : V(B)

Form of Solvency Certificate to be issued by Tahsildar (para 4.2.3 c)

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

Surveyor/TAHSILDAR

Seal of the Officer
Mandal

Date:

Place:

Annexure : VI (A)

Form for deregistration of contractor - where contractor himself desires that his name may be removed. (para 4.2.5)

To

Dear Sir (s)

Sub : Removal of contractors from list of approved contractors

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

Yours faithfully

Copy to all concerned.

Annexure : VI (B)

Form for deregistration of contractor - For any other reason mentioned in the Manual (para 4.2.5)

To

Dear Sir (s)

Sub : Removal of contractors from list of approved contractors

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

Yours faithfully

Copy to all concerned.

Annexure : VII- A**Tender Notice (Forest Works & Civil Works Major & Minor) (para 4.4.5)**

Government of Mizoram

Forest Department

Ref No . _____ Date _____

O/o The DFO/DCF/CF _____

Tenders are invited for the following works by DFO/DCF/CF _____
Division/ Circle:

Sl.No	Estimate No. and date	Nature of work & physical units	Total estimated value of work (mention in figures & words in Indian Rupees)	Estimated value of each physical unit	Total estimated value of work
--------------	--------------------------------------	--	--	--	--

1. Tenders should be submitted in the prescribed form (schedule). Tenders schedules along with term and conditions may be obtained from the O/o DFO/DCF/CF _____ (given address) on payment of non-refundable amount of ` _____ for each schedule before _____ AM/PM (give time) on _____ (give date - one day prior to last date for submission).
2. Tenders schedules will be issued to the registered contractors of the Forest Department Tenders who have not registered themselves as Environment & Forest Department Contractors have to furnish evidence of their good record and capacity to do work. If the department is satisfied about their good record and capacity to do work, then only the tender schedules will be supplied to the tenders not the registered with the Environment & Forest Department.
3. The cost of tender schedules may be paid cash or Demand Draft drawn from any Nationalized Bank in favour of DFO/DCF. _____ (give address).
4. Application for the supply of tender schedules should be accompanied by E.M.D of 1% (in respect of major works costing more than ` .1.00 lakh)/ 1.5% (in respect of minor works costing up to ` .1.00lakh) of the estimated value of work put to tender either in the shape of crossed Demand Draft on any Nationalized Bank. Applications not supported EMD as specified above will summarily be rejected and tender schedules will not be supplied.
5. The EMD of 1% (in respect of major works costing more than ` .1.00 lakh)/ 1.5% (in respect of minor works costing up to ` . 1.00 lakh) shall be forfeited if the tenderer, after obtaining the schedule fails submit his tender in time.
6. The balance of EMD 1.5% (in respect of major works) and 1% (in respect of minor works) should be remitted by the successful tenderer at the time of concluding he contract. In case of discount tenders, the tenderer has to produce Bank guarantee for the amount equivalent to the less percentage quoted as compared to the estimate value of the work at the time of concluding the contract. This Bank quarantine should

be got revalidated by the contractor from the time to time for the entire period of currency of contract.

7. The EMD will be refunded to the unsuccessful tenderer on application, after intimation of the rejection of tender or two months after the expiry of last date prescribed for receipt of tender whichever is earlier.
8. The EMD of the successful tenderer will not carry any interest. It will be dealt with as provided in the tender schedule.
9. Employees in Government service should not participate in tenders either directly or indirectly.
10. The work site may be inspected before submission of Tender.
11. Rates shall be quoted in the prescribed format of the Tender Schedules clearly in Indian Rupees both in words and in figures.
12. Tender should be submitted in sealed covers duly super scribed with tender enquiry number with date of submission, last date of submission and name of work in the O/o DFO/DCF/ CF _____ (give address) before _____ AM/PM (give time) on _____ (give date). No tender will be received after the closing date and time, under any circumstances and the Forest Department will not be responsible for any delay caused due to postal or any other reason.
13. The tenders received, will be opened at _____ AM/PM (give time) on _____ (give date) in the office of _____ (give designation of the Officer in whose officer tenders will be opened and the address) by DFO/DCF / CF _____ or his nominee in the presence of the tenderers who may be present.
14. Conditional tenders are not accepted unless the tenderer who wishes to introduce any condition not specified in the tender document furnishes the financial effect of such condition and puts in a separate sealed cover indicating clearly on the top of the cover as to what the cover contains. Alternatively, the tenderer may quote his rate on the basis that no conditions other than those specified in the tender notice would be accepted and indicate in a separate sealed cover the rebate he would offer if the department is prepared to accept any one or more conditions specified therein.
15. The DFO/DCF / CF _____ reverse the right to cancel/withdraw whole or part of the above mention works without assigning any reason what so ever.

DFO/DCF/CF _____

Model Tender Schedule (For Forestry, Minor and Major civil works) (para 4.4.5)

Date :

To

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

Sir,

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

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

(Note: please quote rate either Plus (+) or Minus (-) (ie., overall uniform percentage) or At par” of estimated rates mentioned in the estimate)

Schedule (A)

E.M.D details : D.D No. _____ Dt. _____ Amount _____ Bank

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

Place:

Date:

Signature of the tenderer

Tenderer's Address:

Name: _____ Father's Name: _____ H.No. _____

Village: _____ Block _____ District _____
Pin Code _____ Phone No _____
Area Code _____ Number _____

Terms and Conditions:

A. Tenders Offers:

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

supply of tender schedules in respect of minor works. When the tender is to be accepted, the tenderer whose tender is under consideration shall, attend the Division Office/Circle Office on the date fixed by written intimation to him. He shall forthwith upon intimation being given to him by the DFO/DCF/CF of acceptance of his tender. Make the balance EMD of 1½ /1% in one of the forms prescribed and sign an agreement for the due fulfillment of the contract. In case of discount tenders, the tenderer has to produce Bank guarantee for the amount equivalent for the less percentage quoted as compared to the estimate value of the work at the time of concluding the contract. This Bank guarantee should not be revalidated by the contractor from time to time for the entire period of currency of contract. Failure to attend the Division Office on the date fixed in the written intimation as defined on this paragraph shall entail forfeiture of the earnest money. The written agreement to be entered into between the contractor and the Government shall be the foundation of the right of both the parties and the contract shall not be deemed to be complete until the agreement has first been signed by the contractor and then by the proper officer authorized to enter into contracts on behalf of Government.

6. The Tenderer shall examine closely the Mizoram Standard Specification, F.S.R. and also the standard Preliminary Specification contained therein, and sign the Divisional Office/ Circle office **Copy of the Mizoram Standard Specifications, F.S.R.** and its addenda volume in token of such study before submitting his tender unit rates which shall be for finished work in *situ*. He shall also carefully study the drawing and additional specifications and all the documents which form part of the agreement to be entered into by the accepted tenderer. **The Mizoram Standard Specifications** and other documents connected with the contract such as specifications, plans, descriptive specification sheet regarding materials, etc, can be seen at any time between 11 AM and 5 PM in office of the DFO/DCF/CF.....
7. Every tenderer is expected, before quoting his rates, to inspect the site of the proposed work. He should also inspect the quarried if required, and satisfy himself about the quality and availability of materials. The names of quarries, kilns, etc., where from certain materials are to be obtained will be obtained from the quarries or other sources defined shall be used on the work. In every case, the materials must comply with the relevant Standard specification or in this tender notice or as required by the DFO/DCF/CF in any case shall be submitted for the DFO/DCF/CF approval before the supply to site work is begun. If the contractor, after examination of the source of materials is of opinion that materials complying with the Standard or other Specifications of the contract cannot be obtained in quantity or sufficient quality from the source he shall so state clearly in his tender and state where from he intends to obtain materials subject to the approval of the DFO/DCF/CF.
8. The Government will not, however, after acceptance of a contract rate pay any extra charges for lead or for any other reason, in case the contractor is found later on to have misjudged the materials available. Attention of the contractor is directed to the standard "Preliminary Specification" regarding payment of seignorage, tolls, etc.
9. If the tender is made by an individual, it shall be signed with his full name and his address shall be given. If it is made by a firm, it shall be signed with the co-partnership

name by a member of the firm, who shall also sign his own name, and the name and address of each member of the firm shall be given. If the tender is made by a corporation, it shall be signed by a duly authorized officer who shall produce with his tender, satisfactory evidence of his authorization such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporation existence.

10. The responsibility to receive promptly all the communications rests fully on the tenderer himself.

11. Information on the following to be furnished along with tender.

- a. Whether the tender is a limited Company/partnership firm if so, the name of the partners thereof.
- b. Bankers name and address.
- c. Income tax permanent account number.

12. The tender shall be treated as incomplete if:

- a. It contains any over writings, corrections, alternations not attested by the tenderer with full signature.
- b. It contains any columns left un-filled.
- c. It does not include his willingness to take up further maintenance, if required by the Department.
- d. It does not contain the signature of the tenderer on the schedule and on each page of the terms and conditions it will be rejected.

No further correspondence will be entertained in this regard.

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

14. The cost of the tender schedules will not be refunded under any circumstances.

15. The Environment & Forest Department reserves the right to accept or reject any tender or all tenders without assigning any reasons thereof.

16. The tender shall be submitted in a sealed cover super scribed with tender notice reference no. and date etc., as mentioned in item 7 of Tender Notice.

17. Tenders offering a percentage deduction from an increase on the estimate amount, and those not submitted in proper form or in due time will be rejected. Rates or lump - sum amounts for items not call for shall not be included in the tender. No alternation

which is made by the tenderer in the contract form, the conditions of the contracts, the drawings, or quantities accompanying same will be recognized and, if any alternations are made. The tender will be void.

18. The tender should work out his own on the basis of rates worked out by the department and the amount for each item and the total value of the contract.
19. Preference in the selection from the tenders will be given, other things being equal, to those who are themselves, professional qualified or who undertake to employ qualified men at their cost to look after the work. The tenderer should therefore state in clear terms, whether they are professionally qualified or whether they undertake to employ qualified technical staff and if so, to give their professional qualifications or of the staff to be employed. In case the selected tenderer is one who has undertaken to employ technical staff under him, he should see that one of the staff is always at site of the work during working hours, personally checking all items of work and paying extra attention to such works as may demand special attention.
20. A schedule of quantities accompanies this tender notice. It shall be definitely understood that the Government does not accepted any responsibility for the correctness or completeness of this schedule and that this schedule is liable to alternations by omissions, deductions, or additions at the discretion of the DFO/DCF of the division, CF of circle or as set forth in the conditions of the contract. The tenderer will, however, base his lump - sum tender on this schedule of quantities. The unit rates are those governing payment of extras or deductions for omissions according to the conditions of the contract set forth in the preliminary specifications and author conditions or specifications of this contract.
21. The tenderer should indicate his willingness to do work at the estimated value of the work or at a percentage in excess of the estimated value of the work or at a percentage less than the estimated value of the work. This schedule accompanying the lump - sum tender shall be written legibly and free from erasures over writings, or corrections of figures. Corrections where unavoidable should be made by crossing out initialing, dating and rewriting.
22. The attention of the tenderers is directed to the contract requirements as to the time of beginning work, the rate of progress and the dates for the completion of the whole work and its several parts. The following rate of progress and proportionate value of work done from time to time, as will be indicated by the DFO/DCF/CF certificates of the value of work done, will be required. Date of commencement of this Programme will be the date on which the site (or premises) is handed over to the contractor.

Month	Physical Progress %	Financial Progress %
1	2	3

23. No part of the contract shall be sublet without written permission of the DFO/DCF/CF nor shall be made by power of attorney authorizing others to receive payments on the contract's behalf.

24. If further necessary information is required, the DFO/DCF of the division will be furnish such, information but it must be clearly understood that the tenders must be received in order, and according to instructions.

B.Deposits:

25. 2.5% of the total estimated value of the work put to tender will be kept as EMD. Out of this, EMD equivalent to 1% is to be paid at the time of application for supply of tender schedules in respect of major works and 1.5% is to be said at the time of application for supply of tender schedules in respect of minor works. The balance of 1.5% / 1% is paid by the successful tenderers at the time of concluding in the agreement.
26. In respect of major works, the FSD be 7.5% of the total value of work done, and it will be 3% for minor works costing more than 50,000. This F.S.D at &.5% or 3% as the case may be will held from the running account bills of the contractor for due fulfillment of the contract.
27. In respect major Civil Works here FSD is with held at 7.5% of the value of work done from the running account bills, FSD of 5% will be released after payment of final bill and the balance of 2.5%, FSD which is kept in revenue deposits and E.M.D will be released after payment of final bill and after defect liability period of 2 years for major original civil work and one year for major civil maintenance work. In respect of minor civil works refunds of EMDs and FSDs will be made after the payment of final bill to the contractor and the initial observation period of 6 months from the date of completion of the works. The EMD and FSD shall be refunded after successful completion of the contract payment of bill and after defect liability period 6 months in the case of original forestry works and 3 months in the case of forestry maintenance work.
28. The EMD of the unsuccessful tenderers will be refunded at the expiry of the period of validity of tender or entrustment of the work to the successful tenderer, whichever is earlier.
29. Request for the adjustment of the bills pending of payment to the tenderer towards FSD and EMD of other works excuted by the contractor and not which are due for refund towards the EMD and FSD of this tender will not be accepted.
30. EMD can be paid in the form of Crossed DD in favor of _____ (*give address and designation*). The DD should be valid for a minimum period of 6 months from the date of opening of the tenders. The successful tenderer shall extend the same for the duration of the contract or till the EMD is returned.

C. Discount Tenders

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

D. Agreement bond

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

E. Execution of works

33. The quality of work may be increased or decreased as per the field conditions at the discretion of the DFO/DCF/CF..... The contractor is bound to execute all additional items of work contingent on the main work. Payment for all items of work in excess of the quantities shown in schedule of the tender or new items not included in the original estimate or for deducible item of work, shall be Standard Schedule Rates / Forest Schedule of Rates plus or minus overall tender excess / deficit accepted by the competent authority. (Standard Schedule Rate and Forest Schedule of Rate mean the schedule of rates on which the sanctioned estimate was prepared)
34. The successful tenderer shall complete the work within the stipulated time as per the calendar of operations Specified in **SSR/FSR**.
35. Reasonable extension of time will be given by the DFO/DCF/CF or by the officer competent to sanction the extension for unavoidable delays which in the opinion of DFO/DCF/CF etc. are undoubtedly beyond the control of the contractor. If the contractor is guilty of delay in commencing or carrying on the work and fails to improve in spite of notice it shall be lawful for the DFO/DCF/CF to determine the contract which shall entail forfeiture of security deposits (EMD & FSD) and other amounts due to the contractor. Further, it shall be open to DFO/DCF/CF to have the balance of work carried out by the another contractor / departmentally at the risk and cost of the contractor in respect of minor and major forestry works and major civil works. However in respect of minor civil works, such determination entails forfeiture of deposits (EMD & FSD) and other amounts due to the contractor.
36. If the contractor by his own willful act or default suspends the work or sublet the work or a portion thereof without the sanction of DFO/DCF/CF, shall neglect or fail to proceed with the work as laid down in the schedule of rate of progress, the DFO/DCF/CF has

powers to give notice in writing to the contractor asking him to proceed with the work according to terms of contract. Such a notice must specify the act / default on the part of the contractor. After such notice the contractor has no liberty to remove from the site of the work any plants / material belonging to him. If the contractor fails to comply with the same for 7 days in the case of both minor and major forestry works and 14 days for major civil works after such notice has been given, the DFO/DCF/CF can enter upon the work and take possession of work along with plant / material. The balance work will be got executed at risk and expense of the contractor in respect of major works.

37. The contractor should closely peruse all the specification clauses, which govern the rates, which he is tendering.
38. The contractor shall continuously maintain adequate protection to all his works from damage, etc.
39. The Environment & Forest Department shall not be responsible for any loss or damage occurred to the work including the damage caused due to natural calamities. No claim from the contractor for compensation on this account shall be entertained.
40. The contractor will observe all safety and security regulations in respect of all the workers engaged by him. The contractor will observe all the Contract Labours Act and Rules in force. He should make his own arrangements for housing, resting, insurance etc. to the staff and labour.
41. The Environment & Forest Department shall not be responsible for any accident occurring to his workmen or any other person during the progress of work. The Environment & Forest Department will not be liable to pay any compensation to the workmen employed in the execution of the work by the contractor under the Workmen's Compensation Act.
42. The tenderer shall ensure payment of minimum wages prescribed by the Government under relevant statute from time to time to the workers employed by him carrying out the works tendered.
43. It shall be clearly understood that the department shall not consider any compensation what so ever towards the idleness of contractor's labour, equipment etc.
44. Reasonable extension of time will be given by the DFO/DCF/CF or by the officer competent to sanction the extension for unavoidable delays which in the opinion of DFO/DCF/CF etc. are undoubtedly beyond the control of the contractor. If the contractor is guilty of delay in commencing or carrying on the work and fails to improve in spite of notice it shall be lawful for the DFO/DCF/CF to determine the contract which shall entail forfeiture of security deposits (EMD & FSD) and other amounts due to the contractor. Further, it shall be open to DFO/DCF/CF to have the balance of work carried

out by the another contractor / departmentally at the risk and cost of the contractor in respect of minor and major forestry works.

45. If the contractor by his own willful act or default suspends the work or sublet the work or a portion thereof without the sanction of DFO/DCF/CF, shall neglect or fail to proceed with the work as laid down in schedule rate of progress, the DFO/DCF/CF has powers to give notice in writing to the contractor asking him to proceed with the work according to the terms of the contract. Such a notice must specify the act / default on the part of the contractor. After such notice the contractor has no liberty to remove from the site of the work any plant / materials belonging to him . If the contractor fails to comply with the same for 7 days in the case of both minor and major forestry works and 14 days for major civil works after such notice has been given, the DFO/DCF/CF can enter upon the work and take possession of work along with plant / material. The balance work will be got executed at risk and expense of the contractor.
46. The calendar of operations may be changed, modified or altered by the Forest Department as and when necessary to match the changing conditions.
47. The tenderer is responsible not only for carrying out individual operations timely but also responsible for the overall success of plantations, nurseries and other forestry works including departmental extraction works, training programmes, workshops, study tours etc. which are carried out by him.
48. Details of operation have been indicated in the specification. However it is expected that the generally accepted silvicultural/Horticultural practices shall be followed even if the same are not specifically mentioned in the specification.
49. The contractor shall employ experienced supervisors and workers and take care of pesticide and fertilizer application.

F. Measurement of works

50. The quantities in the tender schedule are only approximate and therefore the payment will be restricted to the actual quantities after due measurements and check measurement.
51. Measurements of the works done will be made according to the progress of the work and the same will be valued according to the tender rates. Metric system of measurement will be adopted for measuring and checking the works. It is to be expressly understood that the measured work is to be taken not according to the actual quantities when in place and finished according to the drawings or as may be ordered from time to time by the DFO/DCF and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent

works connected therewith. The rates quoted are for work in situ and complete in every respect.

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

G.Payment

59. At any stage cumulative payment will not be more than actual work done.
60. All intermediate payments shall be treated as advance payments and are liable for deductions from subsequent and final bills.

61. All types of central and state government taxes and royalties on work contract will be deducted at source as per the directions of government from time to time from the bills of the contractor. Income tax will be deducted as per rules on the amount payable to the contractor to the extent of work executed by the contractor and the bills submitted from time to time.
62. Amounts if any due to the department/government from the tenderer for works done elsewhere will be recovered from the intermediate/final bills of this work.
63. Payment will be made in suitable installments and after the work reaches safe stage as fixed by DFO/DCF/CF or his representative. Payment will be made after duly checking the quality of the work. (Payment schedule for nursery & plantation works is given below. Similar suitable schedule will be fixed for all other forestry works including departmental extraction of forest produce, training programmes, workshops, study tours etc.)
64. The payment will be withheld at the end, limiting it to the condition of the nursery plantation etc. at the discretion of the officer in charge.

H. General

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

(a) Claims/bill up to ` 10,000/-	Conservator of Forests of another circle to be notified by the Principal Chief Conservator of Forests
(b) Claims/bill above ` 10,000/- and up to ` 50,000/-	<u>Addl Principal Chief Conservator of Forests/Nodal Officer</u>

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

- (ii) Settlement of all claims above `50,000/- in value : All claims above `50,000/- in value shall be decided by a Civil Court of competent jurisdiction by way of regular suit and not by arbitration.
- (2) A reference for adjudication under this clause shall be made by either party to the contract within six months from the date of intimating the contractor of the preparation of final bill or his having accepted payment.
- 68. In case of overpayment or wrong payment made if any, to contractors due to wrong interpretation of the provisions of the contract, such wrong payment will be deducted in subsequent or final bill or at any time hereafter from the deposits or from any other amounts due to the contractor for other government works executed by him.
- 69. In addition to the conditions specified herein all other conditions will be as per general conditions of the contract of the Forest Department in force and the same forms part of the contract.
- 70. If the tenderers called for negotiations are not present at the time, date and venue for negotiations their EMD will be forfeited.
- 71. The contract will be extended at the risk and cost of the contractor, if the plants do not attain the prescribed height and growth till such time the plants attain the prescribed height and growth.
- 72. Penalties will be imposed and deducted from the outstanding bills of the contractor as per the decision by the DFO/DCF/CF (Agreement Concluding authority) for the following lapses/lacunae on the part of the contractor.
 - a. for negligence in carrying out the time bound operations as per the annexure.
 - b. for not rectifying the substandard works as pointed out by the officer in charge from time to time.
 - c. for frequent absence of watcher.
 - d. for cattle movements in the field.
 - e. for any illegal cutting of trees of the raised plantations during the contract period.
 - f. for not carrying out the operations timely.
- 73. In case of lower survival percentage (less than 75%) at the end of the contract, FSD and EMD will be forfeited either partially or fully at the discretion of the officer in charge of the work and cuts at the discretion of the department will be imposed from the bills payable to the contractor. However, for counting survival only plants with healthy growing tips will be counted. In case of nursery 100% stock as tendered should be handed over at the minimum height of 30 cm above the bag with healthy growing tips.

Model form of Agreement (Major & Minor) (para 4.4.5)

Articles of agreement made this..... Day of20.....between.....(give name of Divisional Forest Officer/Deputy Conservator of Forests)(herein after called the DFO/DCF which expression shall where the context so admits include his successors in Office and Assigns) of the One part and..... of.....(herein after called the contractor which expression shall where the context so admits include his heirs, executors, administrators and legal representatives) of the other part

Whereas the Environment & Forest Department, Government of Mizoram (herein after called the Government) are desirous of (Name of work and locality).....and have caused an estimate of probable quantities contained in Schedule. A drawings and specifications describing the work to be done to be prepared.

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

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

And whereas the contractor has deposited with the DFO/DCF/CF the sum of `by B.G. as additional security for the due fulfillment of the contract to satisfaction of DFO/DCF/CF at the time of concluding the contractor.

And whereas the Contractor has deposited with the DFO/DCF/CF the sum of ` by B.G. as additional security for the due fulfillment of the contract to satisfaction of DFO/DCF/CF at the time of concluding the contractor.

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

And Whereas the Contractor has agreed to execute upon the subject to the conditions set forth in the **FSR and CSSR** and the **Preliminary Specification of the Mizoram Standard Specifications** and such other conditions as are contained in all the Specifications forming part of this contract (hereinafter referred to as “the said conditions”) the work shown upon the drawings and described in the said specifications and set forth in Schedule A as the “probable quantity” and comply with the rate of progress noted at the end of this Articles of Agreement for a sum of ` or such other sum as may be arrived at under the clauses of the Standard Preliminary Specification relating to payment on lump sum basis/ by final measurement at unit price”.

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

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

Now it is hereby agreed as follows:-

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

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

Month	Physical Progress %	Financial Progress %
1	2	3

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

However in respect of Forestry Works EMD and FSD will be refunded after successful completion of the contract, payment of final bill and after defect liability period of six months in the case of original works and three months for maintenance works.

7. The payment will be made in the following installments: (Fix schedule of payment basing on milestones for the work)

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

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

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

Department. In such cases EMD/FSD and other amounts due to the contractor will also be further forfeited.

14. The payment will be withheld at the end limiting to survivals at the discretion of the DFO/DCF.
15. Income tax will be deducted as per rules the amount payable to contractor to the extent of work executed by contractor and bills submitted from time to time.
16. In case of injury or death of any labour engaged by the tenderer for this work, the contractor will be solely responsible and shall be liable for action under relevant rules and the contractor shall pay the compensation that may be determined by any competent authority in this regard.
17. The contractor shall be bound by the Mizoram (Forests) Act, 1955 as amended from time to time and other Forest Acts and Rules as applicable.
18. All the conditions specified in the Tender Schedule (attach and attest copy of the same both by DFO/DCF/CF and Contractor).
19. Arbitration and dispute settlement :- Except as otherwise provided in the contract, all disputes and differences arising out of relating to the contract shall be referred to adjudication as follows :-

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

(a) Claims / bill upto ` 10,000	Conservator of Forests of another Circle to be notified by the PCCF
(b) Claims / bill above ` 10,000 and upto ` 50,000	<u>Addl.PCCF/Nodal Officer of CAMPA</u>

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

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

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

Contractor's signature

Signature of DFO/DCF/CF

Witness:

- 1.
- 2.

In witness of the contractor.....(Contractors name) has hereto set his hand and.....(name and designation of DFO/DCF/CF) has hereto set his hand the day year first above written.

Signed by Contractor :

Address:

In presence of witness:

Signed on behalf of Government :

Designation:

In presence of witness:

SCHEDULE –A

Schedule of Rates and Approximate Quantities

- (a) The quantities here given are those, upon which the lump sum tender cost of the work is based, but they are subject to the alterations, omissions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done. The unit rates noted below are those governing payment of extras or deductions for omissions according to the conditions of the contract, as set forth in the Preliminary Specification of the Mizoram Standard Specifications and other conditions or specifications of this contract.
- (b) It is to be expressly understood that the measured work is to be taken net (notwithstanding any custom or practice to the contrary) according to the actual quantities when in place and finished according to the drawings or as may be ordered

from time to time by the DFO/DCF and the cost calculated by measurement or weight, at the respective prices, without any additional charge for any necessary or contingent works connected therewith.

The rates quoted are for work in situ and complete in every respect.

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

(Signature of Contractor)

SCHEDULE –B

List of Drawings

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

Sl. No.	Drawing number	Description	Signature of contractor

SCHEDULE – C

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

- Note 1 :** The Contractor shall employ the following technical staff for supervising the work and shall see that one of them is always on site during working hours personally checking all items of work and paying extra attention to such works as may demand special attention.
- Note 2 :** In the case the contractor is himself professionally qualified the above specifications should be suitably altered and in cases in which the Contractor selected has not undertaking to employ qualified men it should be scored out
- Note 3 :** If the Contractor fails to employ a technical subordinate as stipulated in tender and agreement bond the work will be suspended of the department will engage a technical person and recover the cost thereof from the contractor Even in cases where the department has not engaged a technical person, a fixed sum per men-sum towards the cost of technical subordinate will be recovered from the contractor. This sum will be fixed by the DFO/DCF and the decision of the DFO/DCF will be final.
- Note 4 :** Additional specifications if any which have to be entered in Schedule 'C' should be entered below item (1) above and numbered continuously.