

**OFFICE OF THE DISTRICT AND SESSIONS JUDGE, KULLU,**  
**DISTRICT KULLU, H.P. - 175 101**

No.D&SJ/KLU/E/FCA Consult./(377)/2024-  
Dated Kullu, the 09<sup>th</sup> April, 2026

**"TENDER NOTICE "**

Sealed tenders are invited from reputed agencies/firms for hiring a consultant to prepare FCA proposal(s) for obtaining forest clearances from the Ministry of Environment, Forest and Climate Change (MoEF&CC) or any other competent authority under the Forest (Conservation) Act, 1980, for diversion of forest land for non-forestry purposes, namely the construction of judicial building infrastructure at various locations in the Civil and Sessions Divisions of Kullu and Lahaul-Spiti Sistricts at Kullu. *(excluding Ani Sub-Division of District Kullu and Spiti Sub-Division of Lahaul-Spiti District).*

The engagement shall initially be for a period of one year from the date of execution of the agreement/contract, which may be extended on a yearly basis, subject to mutual consent of both parties.

Two separate sealed envelopes shall be used for submission of bids, namely (i) **Technical Bid**, as per the enclosed format "Annexure-A", comprising all relevant details along with commercial terms and conditions, and the Earnest Money Deposit (EMD), and (ii) **Financial Bid**, as per the enclosed format "Annexure-B", indicating the cost of services as mentioned in the Technical Bid. Preference shall be given to firms/contractors having prior experience in the relevant field.

The bidders are required to submit the physical copies of the Technical Bid and Financial Bid, along with the original instrument towards the Earnest Money Deposit (EMD), in sealed envelopes, either by post or by hand, to the office of the District and Sessions Judge, Kullu, H.P., **on or before 04.05.2025 (Monday) up to 04:00 PM.**

The bidder shall be required to furnish an Earnest Money Deposit (EMD) amounting to Rs. 10,000/- (Rupees Ten Thousand only) in the form of a Demand Draft or Fixed Deposit Receipt (FDR), duly pledged in favour of "The District and Sessions Judge, Kullu, H.P." However, firms registered as MSMEs shall be exempted from the payment of EMD, subject to submission of valid documentary proof with the tender document. The EMD of unsuccessful bidders shall be returned within a reasonable period, without any interest. The EMD of the successful bidder

shall be returned upon submission of the requisite Performance Security within the stipulated period.

**The Bid Security (EMD) may be forfeited:-**

If a bidder withdraws his bid or increases the quoted prices during the period of bid validity or any extension thereof, or, in the case of a successful bidder, fails to sign the contract or furnish the Performance Security/Bank Guarantee within the specified period, the Earnest Money Deposit (EMD) shall be liable to be forfeited.

Bidders are expected to carefully examine all instructions, forms, terms, and specifications contained in the Tender Document. Failure to furnish all information required in the bidding documents, or submission of a bid not substantially responsive to the tender conditions in every respect, shall be at the bidder's risk and may result in rejection of the bid. The bid is liable to be rejected outright, without any prior intimation to the bidder, if complete information as required in the Tender Document is not furnished or if any particulars sought in the prescribed forms/proforma are not duly filled.

The bids shall contain no interlineations, erasures, or overwriting, except as necessary to correct errors made by the bidder. Any such corrections shall be duly initialed by the person(s) signing the bid in original.

**SCHEDULE OF EVENTS FOR SUBMISSION OF THE TENDER/BID**

| Sr. No. | Information                                                                       | Details                                                    |
|---------|-----------------------------------------------------------------------------------|------------------------------------------------------------|
| 1.      | Tender No.                                                                        | No.D&SJ/KLU/E/FCA Consult./ (377)/2024-                    |
| 2.      | Tender Release Date                                                               | 09.04.2026                                                 |
| 3.      | Tender Document Fee                                                               | -NIL-                                                      |
| 4.      | Bid Submission Start Date From                                                    | 10.06.2026, 10.00 AM                                       |
| 5.      | Last date for submission of pre-bid queries for clarification only through e-mail | 13.04.2026, up to 02.00 PM<br>email ID:- dsj-kul-hp@gov.in |
| 6.      | Last date (deadline) for submission of bids                                       | 04.05.2026, 04.00 PM                                       |
| 7.      | Opening of Technical bids                                                         | 12.05.2026, 04.00 PM                                       |
| 8.      | Contact details and email id for queries                                          | Telephone:- 01902-224378<br>Email ID:- dsj-kul-hp@gov.in   |

**SCOPE OF WORK AND TERMS & CONDITIONS :-**

**(A) SCOPE OF WORK:-**

|    |               |                                                                                                           |
|----|---------------|-----------------------------------------------------------------------------------------------------------|
| 1. | Place of Work | Consultancy services for preparing proposal(s) for diversion of forest land for non-forestry purpose i.e. |
|----|---------------|-----------------------------------------------------------------------------------------------------------|

|    |                                                             |                                                                                                                                                                                                                                                        |
|----|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                             | construction of judicial buildings infrastructure at various places in Civil and Sessions Division, Kullu and Lahaul-Spiti Districts at Kullu ( <i>excluding Ani Sub Division of District Kullu and Spiti Sub Division of Lahaul-Spiti District</i> ). |
| 2. | Nature of Job                                               | Consultancy services for FCA clearance                                                                                                                                                                                                                 |
| 3. | Time period for completion of work                          | Two months                                                                                                                                                                                                                                             |
| 4. | Facilities to be provided by the Agency/ Firm/ Individual:- |                                                                                                                                                                                                                                                        |

#### **Scope of Consultancy Services for FCA Clearance:-**

The consultancy services for obtaining clearance under the Forest (Conservation) Act (FCA) shall include, but not be limited to, the following:-

#### **1. Preparation of Maps and Documents:-**

- i. Preparation of certified land schedules and maps.
- ii. Conducting DGPS survey and obtaining SAC certification of geo-referenced forest land maps.
- iii. Preparation of land schedule of the project area (class-wise) along with certified Record of Rights (RoR), i.e., Jamabandi and Sajra Nasb copies.
- iv. Collection of forest land records of the area of interest (notified forest areas, DLC area, etc.).
- v. Verification of revenue land schedules with certified RoR for forest land and obtaining the 25.10.1980 certificate from the Chief Secretary, H.P., as per guidelines.
- vi. Assessment of forest land loss based on forest and revenue records.
- vii. Finalization of forest land schedule (village-wise/RF-wise) along with summary.
- viii. Preparation of digitized village maps after mosaicing corresponding cadastral map sheets, showing project boundary and forest land proposed for diversion.

#### **2. DGPS Survey and Mapping:-**

- i. DGPS survey of diverted forest land as per MoEF&CC guidelines.
- ii. DGPS survey as per SAC (ISRO) guidelines.
- iii. Technical support for verification and certification of DGPS-surveyed forest land maps at SAC.
- iv. Field demarcation and fixing of boundary pillars at change points as specified by the concerned DFO.
- v. Preparation of Shape/KML files of SAC-certified forest land boundaries for e-filing of forest diversion proposals.

#### **3. Project Mapping and Land Utilization:-**

- i. Preparation of unified cadastral map of the project area showing forest land proposed for diversion.
- ii. Computation of purpose-wise utilization of forest land for each unit of operation.
- iii. Preparation of project area map with a 5 km buffer on Survey of India topo-sheet and ResourceSat LISS-IV imagery (1:25,000 scale).

#### **4. Documentation and Compilation:-**

- i. Collection, collation, and compilation of supporting documents to be provided by this office.
- ii. Compilation of Forest Diversion Proposal (FDP) application in prescribed format with project particulars.
- iii. Facilitation of authentication of enclosures by this office and concerned revenue authorities.

#### **5. Compensatory Afforestation (CA) Activities:-**

- i. Identification of CA sites (non-forest Government land) from revenue/forest records.
- ii. Shortlisting and evaluation of suitable CA sites.
- iii. Verification of maps and records (including DLC and revenue records).
- iv. Obtaining non-encroachment and non-encumbrance certificates from the concerned Tehsildar/ concerned revenue authorities.
- v. Preparation of CA maps on Survey of India topo-sheets.
- vi. Obtaining suitability certificate from DFO/CF for CA land.
- vii. DGPS survey of CA land as per SAC guidelines.
- viii. Technical support for SAC certification of CA land maps.
- ix. Preparation of Shape/KML files of CA land boundaries for e-filing.

#### **6. Finalization and E-Filing:-**

- i. Finalization of all documents along with required input data in soft copy format.
- ii. E-filing of the Forest Diversion Proposal on the MoEF&CC portal for submission to the Nodal Officer (FCA), PCCF Office.

#### **7. Field Verification and Statutory Processing:-**

- i. Demarcation of forest area through pillar posting and enumeration of trees alongwith concerned Govt. authorities.
- ii. Preparation and authentication of tree enumeration report alongwith concerned Govt. authorities.
- iii. Facilitation of site inspection by DFO.
- iv. Net Present Value (NPV) computation report procurement from concerned authorities.
- v. Preparation of document verification report regarding legal status of forest land.
- vi. Incorporation of corrections as per DFO feedback.
- vii. Authentication of land schedules, maps, and relevant records by DFO.
- viii. Approval and authentication of SAC-certified maps and reports by DFO.

#### **8. Coordination with Forest Authorities:-**

- i. Assistance in preparation of Compensatory Afforestation scheme by DFO/DDFO.
- ii. Assistance in preparation of other supporting documents, including Wildlife Management Plan, if required.

- iii. Transmission of FDP with DFO's report to CF/CCF and further to Nodal Officer (FCA), PCCF Office.
- iv. Facilitation of site inspection, certification, and authentication by CF/CCF.
- v. Online transmission of FDP to the Secretary, Forest Department, Govt. of H.P.
- vi. Compliance with queries raised by Nodal Officer and PCCF.

**9. Submission to State and Central Authorities:-**

- i. Assistance in obtaining recommendation of Secretary, Govt. of H.P.
- ii. Transmission of FDP to Regional Office/Head Office of MoEF&CC, Govt. of India.
- iii. Compliance with queries raised by State and Central authorities.

**10. Stage-I Clearance Compliance:-**

- i. Assistance in responding to queries and clarifications sought by MoEF&CC.
- ii. Assistance in preparation and delivery of presentations, if required.

**11. General Assistance:-**

- i. The consultancy firm shall render all necessary assistance to this office for preparation, processing, and finalization of the FCA proposal, as may be required from time to time.

**(B). GENERAL TERMS AND CONDITIONS:-**

1. Bidders are advised to carefully study the Tender Document and the terms and conditions contained therein. Submission of the bid shall be deemed to have been made after such careful examination and with full understanding of its implications.
2. Firms intending to participate shall ensure that they fulfill all the eligibility criteria prescribed in the Tender Document, failing which the bids shall be summarily rejected.
3. The bid shall be complete in all respects and all documents shall be duly signed by the authorized signatory of the firm.
4. The bid document is non-transferable.
5. The bid, along with the Earnest Money Deposit (EMD) and all requisite supporting documents, shall be submitted in sealed envelopes addressed to "The District and Sessions Judge, Kullu, H.P. - 175101." The envelope shall be duly superscribed as:-  
"Quotation for Hiring Consultancy Services for FCA Clearance."
6. Open or unsigned bids shall be rejected outright.
7. The bids must reach this office within the stipulated date and time. No bid received after the prescribed deadline shall be entertained. The bids shall be opened on the date and time specified.
8. Bids sent by post or courier shall be considered only if actually received before the specified date and time.
9. **Format:-** Rates shall be quoted strictly in the prescribed proforma at Annexure-B.
10. The rates quoted shall be inclusive of all applicable taxes.

11. The bidder shall clearly mention the name of the firm, complete business address, email ID, and contact details, along with valid proof of identity and address.
12. The firm must possess a valid PAN, and a copy thereof shall be enclosed with the bid.
13. The firm shall not have been blacklisted, debarred, or terminated by any Government Department/Organization. A duly notarized affidavit to this effect shall be submitted.
14. **Selection Criteria:-** The L-1 bidder shall be determined based on the rates quoted in Annexure-B, subject to fulfillment of all other terms and conditions.
15. **Non-Cartel Formation:-** The bidder shall not form part of any cartel or submit supporting/cover bids for other firms. Violation shall lead to disqualification and debarment from future tenders of this Civil & Sessions Division.
16. **Non-Gratification Clause:-** The bidder shall undertake not to offer any gratification or adopt any unfair means in connection with the tender process.
17. **Non-Blacklisting Certificate:-** The bidder shall submit an undertaking confirming that it has not been blacklisted by any State/Central Government Department or other organization.
18. The District and Sessions Judge, Kullu, or any competent authority reserves the right to accept or reject any bid, wholly or partially, without assigning any reason.
19. The competent authority reserves the right to modify or amend any terms and conditions of the Tender Document prior to the last date of submission, and such amendments shall be binding on all bidders.
20. **Termination Clause:-**  
The undersigned or the competent authority may terminate the contract, wholly or partially, by giving seven (07) days' notice in writing, without prejudice to any other remedy, in the following cases:
  - a) Failure to provide the required services within the stipulated period;
  - b) Unsatisfactory performance of the firm;
  - c) Failure to fulfill contractual obligations.
21. Any dispute arising out of the tender process or execution of the contract shall be subject to the decision of the District and Sessions Judge, Kullu, which shall be final and binding on all parties.
22. Preference shall be given to local firms, subject to fulfillment of all other conditions.

**(C). EARNEST MONEY AND PERFORMANCE SECURITY:-**

**1. Earnest Money Deposit (EMD): Rs.10,000/- (Refundable)**

- a) The bid shall be accompanied by an Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) in the form of an Account Payee Demand Draft in favour of "The District and Sessions Judge, Kullu – 175101."
- b) Bids without EMD, or with insufficient/invalid EMD, shall be rejected outright.
- c) The EMD of unsuccessful bidders shall be refunded without interest after finalization of the contract.
- d) The EMD of the successful bidder shall be refunded without interest only after execution of the agreement and submission of Performance Security.

## 2. Performance Security: Rs. 20,000/- (Refundable)

- a) The successful bidder shall furnish Performance Security of Rs.20,000/- (Rupees Twenty Thousand only) in the form of FDR or Bank Guarantee, duly pledged in favour of "The District and Sessions Judge, Kullu," within fifteen (15) days from the date of award of contract.
- b) Failure to submit Performance Security within the stipulated period shall result in cancellation of the award without further notice.
- c) The Performance Security shall remain valid for a period of sixty (60) days beyond the completion of the contract.
- d) In case of extension of the contract period, the Performance Security shall be renewed accordingly.
- e) The Performance Security shall be released only after successful completion of the contract and fulfillment of all obligations.
- f) In case of breach of terms, unsatisfactory performance, or non-compliance, the Performance Security shall be liable to forfeiture, in addition to termination of the contract.

### (D). PAYMENT TERMS:-

The payment to the consultant shall be made as per the following schedule:-

- i. **20%** upon clearance of the case at the concerned DFO level;
- ii. **40%** upon Stage-I approval;
- iii. **40%** upon final approval by the competent authority.

**NOTE:-** The bidder shall carefully read all terms and conditions and sign each page with date and official seal as a token of acceptance. Any corrigendum or amendment to the Tender Document shall be notified only through the official website:-

<https://kullu.dcourts.gov.in>

  
District and Sessions Judge  
Kullu, H.P. (JO Code-HP01181)

Endst.No.D&SJ/KLU/E/FCA Consult./ (377)/2024-2971-81 Dated:- 09.04.2026  
Copy forwarded to:-

1. The Central Project Co-ordinator, Hon'ble High Court of Himachal Pradesh, Shimla, with request to kindly get this notice uploaded on the official website of the Hon'ble High Court, for wide publicity.
2. All the Judicial Courts in this Division with request to display the copies of same on their respective Notice Board for wide publicity.
3. The Assistant Programmer, of this office, with direction to get this notice uploaded on the official website of District Courts, Kullu, for wide publicity.
4. Notice Board of this office.
5. Guard file.

  
District and Sessions Judge  
Kullu, H.P. (JO Code-HP01181)

**PROFORMA**

|    |                                                                                                      |  |
|----|------------------------------------------------------------------------------------------------------|--|
| 1. | Name of Firm:-                                                                                       |  |
| 2. | Address:-                                                                                            |  |
| 3. | Registration/ I.D. Proof<br>(copies be attached)                                                     |  |
| 4. | Address proof:-                                                                                      |  |
| 5. | PAN No. (copy be attached)                                                                           |  |
| 6. | GSTIN No. if any<br>(copy be attached)                                                               |  |
| 7. | Under takings (Non-Gratification/Non-blacklisting)<br>to be enclosed:-                               |  |
| 8. | Past experience of at least 3<br>years for work under FCA<br>cases (if any copies to be<br>enclosed) |  |
| 9. | UDIN Certificate from C.A. for<br>at least 3 years for turnover:-                                    |  |

I/We hereby undertake to accept and abide all the terms and conditions of the tender document.

Signature with stamp/ official seal

Name:-

Date:-

Contact No.

Email ID:-

**PROFORMA FOR FINANCIAL PROPOSAL**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. | <p><b><u>Proposed rate in lump-sum inclusive of all Taxes</u></b>, for consultancy services to prepare FCA proposal(s) for obtaining forest clearances from the Ministry of Environment, Forest and Climate Change (MoEF&amp;CC) or any other competent authority under the Forest (Conservation) Act, 1980, for diversion of forest land for non-forestry purposes, i.e. construction of judicial buildings infrastructure at various places in Civil and Sessions Division, Kullu and Lahaul-Spiti Districts at Kullu <i>(excluding Ani Sub Division of District Kullu and Spiti Sub Division of Lahaul-Spiti District)</i>.</p> <p><b>(no future hike shall be accepted)</b></p> |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**Note** :- No future hike in rate shall be accepted.

Signature with stamp/ official seal

Name:-

Date:-

Contact No.

Email ID:-