TELANGANA STATE FOREST DEVELOPMENT CORPORATION LTD

e-TENDER DOCUMENT

Name of work:	**Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. excavators fitted with 0.90 cubic meters and above capacity bucket and collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of resultant pits and levelling of the site in plantation areas**
Name of the Division	**Paloncha Division**
Name of the District	**Bhadradri Kothagudem**
Name of the plantation site	**2020 EP Regalla Bit-II 20.81 Ha & Bit-III 18.42 Ha.**
Package No	**XXIII**
Area in Ha	**39.23 Ha**
ECV per Ha	**Rs.32,350/-**
Total value of the work	**Rs. 12,69,096/-**

On
e-procurement platform

Vice Chairman & Managing Director,
3rd Floor, UNI Building, A.C. Guards, Hyderabad- 500 004

March - 2020

OFFICE OF THE VICE CHAIRMAN & MANAGING DIRECTOR
TS FOREST DEVELOPMENT CORPORATION LIMITED, HYDERABAD

E-Tender Notification No: 6.2.40/HDM/2019-20 Date: 03.02.2020

CHECK SLIP TO ACCOMPANY THE TENDER

(TO BE FILLED IN AND SUBMITTED BY THE TENDERER)

Eligibility criteria:

Sl. No.	Description
I	**In case of Contractor**
1	Copy of Contractor's Registration under appropriate class with Govt. of TS / Central Government.
2	PAN Certificate issued by I.T. Dept.
3	5% EMD in the stipulated format for the required period.
4	Furnish the total value of Civil Engineering works performed in the last 5 financial years in the tenderer's name along with required certificates in statement -I.
5	Furnish the details of similar works performed as Prime Contractor (in the same name) in the last 5 financial years with supporting certificates in Statement-II.
6	Furnish the details of quantities of the works performed as Prime Contractor (in the same name) in the last 5 financial years with supporting certificates in Statement- III
7	Furnish the information on tender capacity in Statement-IV with supporting certificates.
8	Furnish the availability of critical equipment & key personnel in Statement-V.
9	Furnish the information on litigation history in Statement-VI.
II	**In case of Machine Owner**
1	Documentary proof on the ownership of the machinery – Invoice Copy
2	Declaration on a Non-Judicial Stamp paper of Rs.100/- that he/they own the machinery.

Tender time schedule:

Document download start date & time	:	*20.03.2020 @ 6.00 PM*
Last date and time of submission/uploading of tender [i.e Tender Due Date]	:	*27.03.2020 @ 01.00 PM*
Date & time of Opening of Tender	:	*27.03.2020 @ 02.00 PM*

TENDERER QUALIFICATION INFORMATION

The information shall be filled in by the tenderer in the check slip and statements I to VI and submitted/uploaded along with the tender schedules which will be used for the purposes of verification of adequacy of information as well as evaluating the tenderers compliance to the qualification criteria as provided in the tender document schedule. All the statements and check-slip shall be submitted by the tenderers.

STATUS OF TENDERER

1. Registered Contractor/ Owner of the Excavator:

2. Individual / Partnership Firm :

3. Place of Registration :

4. Principal Place of Business :

5. Registration particulars with Government of A.P. /GOI :

6. Authorized signatory to sign the tender document in case the firm is the tenderers (enclose copy of Such authorization)

7. Check-slip duly filled in : Enclosed / Not Enclosed

Signature of the Tenderer

STATEMENT No. I

The total value Civil Engineering works performed in the last (5) financial years duly certified by the Executive Engineer (Civil) and Charted Accountant along with Annual Balance Sheet.

Sl.No.	Financial Year	Value in Rs.
1	2015-16	
2	2016-17	
3	2017-18	
4	2018-19	
5	2019-20	

Signature of Tenderer

STATEMENT – II

Works performed as Prime Contractor (in the same name) in the last 5 financial years certified by the Executive Engineer (Civil) concerned or equivalent officer of the State/Central Govt. Dept /Undertakings.

S. No.	Year of work	Agreement No. & Date	Earthwork excavation with Excavators Cmt.	Remarks
1	2015-16			
2	2016-17			
3	2017-18			
4	2018-19			
5	2019-20			

Signature of the Tenderer

STATEMENT – III

Quantities executed by the tenderer in the last 5 financial years certified by the Executive Engineer (Civil) concerned or equivalent officer of the State/Central Govt. Dept /Undertakings.

S. No.	Year of work	Agreement No. & Date	Earthwork excavation with Excavators Cmt.	Remarks
1	2015-16			
2	2016-17			
3	2017-18			
4	2018-19			
5	2019-20			

Signature of the Tenderer

STATEMENT – IV

Works for which Tenders have been submitted and works which are yet to be completed as on the date of submission of this tender (To be furnished financial year wise). Enclose the certificates issued by the concerned E.E. (Civil)

(A) Existing Commitments and ongoing works:

Sl. No.	Description of work	Name & Address	Agreement No. & date	Value of contract	Stipulated period of completion	Value of works completed	Value of works remaining to be completed	Anticipated date of completion	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of the Tenderer

B) Works for which Tenders already submitted:

Sl. No.	Description of work	Name, Address No. and date of agreement	Agreement No. & date	Estimate Value of contract	Stipulated period of completion	Date on which tender is submitted	Date when decision expected	Remarks
1	2	3	4	5	6	7	8	10

I Sri/M/s…… do hereby solemnly declare that the information furnished is correct and also declare that I / we will abide by any action taken by TSFDC such as disqualification or blacklisting or determination of contract or any action deemed fit, if the department detects at any state that the information furnished is wrong.

Signature of the Tenderer.

STATEMENT – V

Availability of Critical Equipment and Key Personnel

Sl. No.	Name of equipment and capacity	**Availability proposals**		Age/Condition	Remarks
		Owned	Leased		

Signature of the Tenderer.

STATEMENT – VI

Information on litigation history – which Tenderer is involved.

S.No	Details of Information	Remarks of Tenderer
1	Whether black listed, Debarred, suspended from execution of work	
2	Other litigations: If any including Court litigations, Arbitrations etc.	

Note: for the item No: 2, the information may be furnished in the annexure proforma

Department and concerned Officer.	**(Other parties)**	**Case of dispute involved**	**Amount**	**Remarks showing present status**

Signature of the Tenderer

Annexure-I

PROFORMA

BANK GUARANTEE BOND IN RESPECT OF EARNEST MONEY DEPOSIT

In consideration of the Telangana State Forest Development Corporation Ltd, Hyderabad (hereinafter called the Corporation, represented by the Vice Chairman & Managing Director, T.S. Forest Development Corporation Ltd), having agreed to accept from M/s / Sri herein called the said Tenderer the guarantee bond in lieu of cash deposit towards the Earnest Money Deposit of the tenderer for the work i.e., Uprootal of all available stumps of all sizes over entire area to a depth of 0.45 m, or more using heavy machinery i.e. excavators fitted with 0.90 cubic meters and above capacity bucket and collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of resultant pits and levelling of the site in plantation areas under the Jurisdiction of respective Divisional Manager, TSFDC Ltd., ……. for a period of ……. Month from …….. (Opening of tender) or extended period if any we …….. Bank …….. do hereby undertake to indemnify and keep indemnified the Corporation to the extent of Rs……. (in words) ……. against any loss or damage to or suffered by the Corporation or would be caused to or suffered by the Corporation by reasons of any breach by the said contractor…… of any of the terms and conditions contained in the said tender or contract and agreement or both the authorised the said Vice Chairman & Managing Director recover the same directly from the said Bank.

We, the ……Bank, further agree that the Guarantee herein contained shall remain in full force and effect for the entire period referred to above or the expiry of the extended period if any and that it shall continue to be enforceable to all the dues of the Corporation under / or by virtue of the said tender or contract and agreement or both under the Vice Chairman & Managing Director have been fully paid and its claim satisfied or discharged or till the Corporation certified that the terms and conditions of the said tender or contract and agreement or both under the said Vice Chairman & Managing Director have been fully and properly carried out by the (said contractor) ……. and accordingly discharges the

guarantee, subject to however that the Corporation shall have no right under the guarantee bond after the expiry of ……. Or the extended date from the date of its execution.

We ……. (Bank) further agree that the decision of the Vice Chairman & Managing Director for the amount or amounts due or the amounts of damage or loss caused to or suffered by the Corporation is final and be binding, on us and undertake to pay the amount guaranteed hereunder or part thereof as required within one week of the same being demanded by the Vice Chairman & Managing Director without reference to the contractor and without questioning the right of the Vice Chairman & Managing Director, TSFDC Ltd., to make such demand or the propriety or legality of the demand.

We,…….Bank, lastly undertake not to revoke this guarantee bond during its currency except with the previous consent of the Corporation in writing.

Dated day of for Bank.

TENDER NOTICE

1. E-Tenders are invited by the Vice Chairman & Managing Director, TS Forest Development Corporation Limited, Hyderabad for work of Uprootal of stumps and tilling of soil over effective plantation area to a depth of 0.45 m using heavy machinery i.e. with excavators fitted with 0.90 cubic meters and above capacity Bucket and collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site in **39.23 Ha of 2020 EP Regalla Bit- II & III plantations, package No. XXIII of Paloncha Division.**

1.1 The entire work consists of two specific parts Viz., (1) Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. with excavators fitted with 0.90 cubic meters and above capacity Bucket and (2) collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site in plantation areas. The value of the above two parts of the works will be approximately in the ratio of 60:40 (65:35 in case of RR division*). A single rate shall be quoted in the tender under tender condition (3) below for both the works together, keeping the above in view. (*Strike off the portion, which is not applicable to the region)*

2.0 QUALIFICATION CRITERIA

2.1 The contractors registered under class III and higher class as per G.O. Ms. No. 178 I&CAD Dept. Dt. 27.09.97 or G.O. Ms. No. 132 TR&B(R) Dept. Dt.11.08.98,

OR

The persons owning machinery (excavators fitted with 0.90 Cubic meters and above capacity), even without having experience as Registered Contractors are eligible.

2.1 <u>In case of Registered Contractors:</u>

2.1.1 To qualify for award of the Tender, each tenderer being a registered contractor, in his name should have good experience in execution of similar works during the last five financial years, immediately preceding the present financial year in which tenders are invited i.e. from 2015-16 to 2019-20.

The experience certificates shall be furnished with financial year wise break up duly certified by the concerned EE/ Divisional Manager, TSFDC.

2.1.2 Satisfactorily completed, as a prime contractor, similar works of value not less than <u>Rs. ……..……. lakh</u> at 2019-20 * price level in any one financial year.

2.1.3 Executed in any one financial year, the following minimum quantities of works.

a) Uprootal of stumps in degraded lands using the heavy machinery i.e. excavators of 0.90 Cum and above bucket capacity
……..Ha (50% of the area)

Or

b) Earth work in both excavation and embankment using heavy machinery i.e. excavators of 0.90 cum and above bucket capacity …… cum (quantity worked out @ Rs.13.00 per Cum for 50% of the package area)

2.1.4 Each tenderer should further demonstrate:

2.1.4.1 Availability (leased) of the following key and critical equipment for this work. The tenderer should furnish an undertaking /declaration on a non-judicial stamped paper taking on lease the key and critical equipment i.e., Excavators fitted with 0.90 cum and above capacity bucket

Excavators fitted with 0.90 cum and above capacity bucket: ***Minimum of 1 no for each site****.* However for filing of tenders the tenderer can file Invoice papers of excavator machine of 0.9 cum bucket capacity whether owned / leased for the packages he is tendering in order to get qualified. But on awarding of tender at the time of entering into agreement the tenderer if he is successful in bagging more than one package, shall furnish proper machine documents with unique number showing that he is the bonafide owner / lessee of the excavator and is using the machine for getting work executed by deploying at least one unique machine per site otherwise the EMD paid by the Tenderer for the package gets forfeited.

Note: Financial Turnover and cost of completed works of previous years shall be given weightage of 10% per year to bring them to 2019-20 price level.

2.1.5 **Tender capacity:**

The tenderers who meet the required minimum qualification criteria will be qualified only if their available tender capacity is more than the estimated contract value of Rs…… Lakhs. The available tender capacity will be calculated as under:

Assessed available Tender Capacity = 2 X A X N - B

Where

A = Maximum Value of Civil engineering works executed in any one year during, last five financial years (updated 2019-20 price level) taking into account the completed as well as works in progress.

N = Period in years prescribed for completion of the (TSFDC) works for which tenders are invited.

B = Value of existing commitments, due to ongoing works yet to be completed during the period of TSFDC works, to be executed.

Note: The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of works listed should be issued by the Engineer-in-charge of Government Department / Undertaking not below the rank of DM or equivalent and countersigned by the rank of Executive Engineer or equivalent. The statement of the above effect will be clearly uploaded along with the bidding / tender documents and the tenderer shall furnish particulars invariably in the same format failing which the tender shall be treated as incomplete and summarily rejected.

(@ = at 2019-20Price Level. Financial turnover and cost of completed works of previous years shall be given weightage of 10% per year to bring them to 2019-20 price level).

2.2 <u>In case of owner of machinery:</u>

2.2.1 In case the bidder / tenderer being the owner of the machinery, i.e., excavators fitted with 0.90 cum and above capacity bucket, should furnish an undertaking / declaration on a non judicial stamped paper that he/ they own the following key and critical equipment.

Excavators fitted with 0.90 cum and above capacity bucket: ***Minimum of 1 no for each site****.* However for filing of tenders the tenderer can file Invoice papers of excavator machine of 0.9 cum bucket capacity whether owned / leased for the packages he is tendering in order to get qualified. But on awarding of tender at the time of entering into agreement the tenderer if he is successful in bagging more than one package, shall furnish proper machine documents with unique number showing that he is the bonafide owner / lessee of the excavator and is using the machine for getting work executed by deploying at least one unique machine per site otherwise the EMD paid by the Tenderer for the package gets forfeited.

He/ they shall also submit the documentary proof on the ownership of the above machinery. The owner of the machinery need not furnish experience certificate.

2.3 Even though the tenderer meets the above qualification criteria, he/she is subject to be disqualified, if he/she is found to have

-- misled or made false representation in the forms, and/or

-- have record of poor performance such as abandoning works, not properly completing the contract, inordinate delays in completions, having litigation history and/or financial failures, and /or.

Participated in the previous tendering for the same works and had quoted unreasonably high tender prices.

2.4 The tender shall be furnished/uploaded the following information in the proforma statements specified above.

a) Statement No. V: Availability of critical Equipment & Key Personnel.

b) Statement No. VI: Information on Litigation History in which tenderer is involved.

2.6 The tenderer shall furnish/ upload the full address in the tender document, to which communication relating to the contract may be sent and it is responsibility of the tenderer to receive all communication and no claim on non receipt of any communication lies with TSFDC.

3.0 PROCEDURE FOR SUBMISSION OF E-TENDERS

3.1 Before quoting his tender, every tenderer is expected, to inspect the proposed work site to satisfy himself of the terrain, density of stumps and total quqntum of work involved.

3.2 In the e- tender schedule, the area in ha, Estimated contract value (ECV) per ha and the total value of contract are furnished, as worked out by the Corporation. The tenderer shall indicate his willingness to do the work either at the estimated value of the work or at a percentage which is either in excess/less of the estimated value of the work, in both words and figures. If there is any discrepancy in between the words and figures in quoting the above percentage, the percentage quoted in words shall prevail.

3.3 The following information has to be uploaded:

i . Earnest Money Deposit

ii. Certified copy of PAN (Issued by Income Tax Dept.)

iii. Documentary proof in support of the qualifications of the tenderer, as required under condition no. 2.1.1 to 2.1.4 (Not applicable to excavators_/machine owners)

iv Availability of machinery owned, for executing the work under question and proof of ownership (in respect of owners of the excavators as per condition No.2.2)

3.4 The Schedule-A of price tender will contain the details of the location, area in ha, rate per ha and the ECV. The tenderer shall have to state clearly his willingness to execute the work at the percentage in excess or less or at par over the Estimate Contract Value (E.C.V) at the space provided there in.

3.5 Financial Evaluation: Price bids of technically qualified firms will only be opened and evaluated. The above evaluation strictly based on the documents submitted only.

3.7 No alteration which is made by the tenderer in the contract form, the conditions of the contract, specifications or Schedule 'A' accompanying the same will be recognized and if any such alterations are made, the tender will be treated as void.

3.8 No escalation on prices and wages will be subsequently paid. The tenderer has to quote the tender, taking into account of any expected variation in rates during the period of execution of work i.e., from the date of quoting of the rates to the end of completion of the work in all respects.

3.9 Tender quoted in scheduled "A" shall be for finished work in site and inclusive of all incidental and contingent charges.

3.10 Vernacular signature should be translated into English.

4.0 PAYMENT OF EARNEST MONEY DEPOSIT & PROCESSING FEE:

4.1 Each tenderer must pay along with the tender, at the time of filing the tenders, at the rate of 5.0% of the Estimate Contract Value (ECV) as E.M.D. i.e. Rs. _____(Rupees_____) in the shape of crossed Demand Draft drawn on any Nationalised bank, drawn in favour of Vice Chairman & Managing Director, TS Forest Development Corporation Limited, Hyderabad.

4.2 The tenders received without the stipulated E.M.D. will be summarily rejected even though the tenderer satisfies the qualification criteria.

4.3 The E.M.D. of the successful tenderer (L1) and also the second lowest tenderer (L2) will be retained and such retention will not carry any interest and will be dealt with as provided in the tender.

4.4 The E.M.D. will be refunded to all the other unsuccessful tenderers, either after finalisation of tenders or on the expiry of validity period of tenders (i.e., 3 Months from the date of receipt of tenders), whichever is earlier. This refund will be authorized by Vice Chairman & Managing Director through a suitable endorsement on the demand drafts

4.5 Rs. 590/- (Rupees Five hundred and ninety Only) towards the **Processing Fee** (Non-refundable) should be paid through Net Banking/ RTGS/NEFT/Credit Card/Debit Card only into the bank account. Current Account Name: Telangana State Forest Development Corporation Limited,

A/c. No. 084011100001422 with Andhra Bank, Masab Tank Branch, Hyderabad, IFSC Code: ANDB0000840 and Upload the original Transaction Slip with UTR No. Failure to pay the processing fee in the aforesaid manner will entitle for rejection of the bid.

5.0 TENDER VALIDITY PERIOD

Tenders shall be valid for a period of 3 Months from the last date fixed for submission. Before the expiry of the validity period mentioned above, if the authority competent feels necessary, it may call tenderers and seek for further extension of validity period from the tenderers and in case such validity is not extended his/her tender will not be considered and the E.M.D. shall be returned. During the period of validity if any tenderer withdraws/modifies his tender, his/her E.M.D. shall be forfeited.

5.2 If the tender is submitted by an individual, it shall be signed by him duly indicating his full name and his full postal address in CAPITAL LETTERS. If it is submitted by a registered firm/ Corporation, it shall be signed by the authorised signatory and such authorisation letter shall be enclosed along with the tender. Such tendering corporation may be required, before the contract is executed, to furnish evidence of its corporate existence.

6.0 *TENDER OPENING & EVALUATION:*

The tenderer or their authorized representatives can be present at the time of opening of the tenders. Either the tenderer himself or one of his representative with proper authorization only will be allowed at the time of tender opening. If any of the tenderer is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee tenderer, which shall be binding on the tenderer.

6.1 The Vice Chairman & Managing Director reserves the right to reject any or all the tenders without assigning any reasons there for.

6.2 Clarification on the technical bid

6.3 The tender opening authority may call upon any tenderer for clarification on the statements, documentary proof relating to the technical bid. The request for clarification and response thereto shall be in writing and it shall be only on the qualification information furnished by the tenderer. The clarification called for from the tenderers shall be furnished within the stipulated time, which shall not be more than a week.

6.4 *The tenderer if so desirous, shall agree in writing to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.*

7.0 FINALISATION OF TENDERS

7. 1 Tenders will be scrutinised by the Committee to be constituted by the Vice Chairman & Managing Director for the evaluation of the tenders and the Committee on evaluation will submit the same to the Vice Chairman & Managing Director, for approval of the tenders by the competent authority. The Committee will scrutinize the tenders in accordance with the conditions stipulated in the tender documents. In case of any ambiguity, the decision of the Vice Chairman & Managing Director shall be final.

7.2 During the tender validity period of (3) three months, no request by the tenderer for any modification of the tender, based upon or arising out of any alleged misunderstanding or misconceptions or mistake or for any reason, will be entertained.

8.0 EXCESS TENDER:

8.1 The maximum permissible tender excess is 10% over the E.C.V. Tenders with an excess of more than 10% over the E.C.V. shall be summarily rejected.

8.2 If the tenders received are found adopting unethical practices at the time of tendering process, such tenders shall be rejected.

9.0 DISCOUNT TENDER:

Tenders up to 15% less than the E.C.V. may be accepted, but for the tenders which are less by more than 15% of E.C.V. a bank guarantee or demand draft for the difference between the tendered amount and 85% of E.C.V. shall be produced by the tenderer at the time of execution of the agreement. If the tenderer leaves the works midway and the TSFDC is forced to call for the tenders for the work once again or take up the work departmentally, the Security Deposit will be forfeited.

10.0 PAYMENT OF SECURITY DEPOSIT:

The successful tenderer shall pay the S.D. (i.e., the S.D. calculated @ 10.00 % of the contract amount, less the E.M.D. paid, at the time of submission of the tender Documents and additional SD as per clause No.9.0 in the shape of Demand Draft or Bank Guarantee (as the case may be). The Security Deposit shall be paid at the time of signing of the agreement, in the shape of demand draft favouring Vice Chairman & Managing Director, TSFDC, Hyderabad Region or unconditional and irrevocable Bank Guarantee in favour of Vice Chairman & Managing Director, TSFDC, Hyderabad Region, on the standard format enclosed to the tender Schedules, for a total period not less than the stipulated period of completion of the work in question plus four months including the defect liability period of three (3) months.

11.0 SIGNING OF AGREEMENT;

11.1 When a tender is accepted, the tenderer shall attend the office of the Vice Chairman & Managing Director on the date fixed by written intimation to him. Upon intimation given by Vice Chairman & Managing Director, of acceptance of his tender, he shall forth with make payment of balance S.D. (after adjusting EMD as part of SD).

This E.M.D. and the amounts paid as balance SD according to condition no. 4, 9 and 10 of tender notice, shall be retained as security for the due fulfilment of the contract.

11.2 The successful tenderer has to sign an agreement within a period of 10 (Ten) days from the date of dispatch of communication of acceptance of his tender by RPAD. Where conditions justify, the Vice Chairman & Managing Director may extend the time by another 7 (seven) days to execute the agreement, by collecting a penalty of Rs.5, 000/- (Rupees five thousand only) per package. The written request for extension of time of (7) days shall be furnished to the Vice Chairman & Managing Director before expiry of the initial time of (10) days.

Failure to attend to the office of the Vice Chairman & Managing Director on the date indicated in the written intimation and to enter into the required agreement shall entail forfeiture of the Earnest Money Deposit and also SD if any paid. The written Agreement to be entered into between the tenderer and the Corporation shall be the foundation of' the rights and obligations of both the parties and the contract shall not be deemed to be completed until the agreement has first been signed by the tenderer and then by the Vice Chairman & Managing Director.

11.3 For failure to execute the agreement even within the extended period of (7) days as per Clause No.11.2, the Vice Chairman & Managing Director reserves the right to cancel the tender and award the tender to the next highest qualified tenderer or call for fresh tenders or take up the work departmentally.

12.0 PAYMENT OF FURTHER SECURITY DEPOSIT (FSD):

The defect (rectification) liability period of contract in terms of clause 28 of A.P.S.S. and G.O.M.S. No. 23, dt. 5-3-99 shall be (3) three months. The amount from the bills will be deducted at the rate of 10%, (Ten percent only) of the bill amount, as FSD.

When both the integral operations Viz., (1) Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. with excavators fitted with 0.90 cubic meters and above capacity Bucket and (2) collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site in plantation areas are fully carried by the tenderer, the above FSD deducted for the said operations will be in the ratio of 60:40 (65:35 in case of Nellore Region, RR Division) *, respectively.

13. TIME FOR COMPLETION, DELAYS AND EXTENSION OF TIME:

13.1 The site will be handed over to the contractor, within (7) days of date of agreement, in the prescribed proforma. The contractor shall commence work immediately after handing over of the site by the concerned TSFDC official and complete the work as per the specifications and hand over the area back to the concerned Plantation Manager under proper acknowledgement.

13.2 The total period for completion of entire work i.e., (1) Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. with excavators fitted with 0.90 cubic meters and above capacity Bucket and (2) collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site in plantation areas is **60 days** in case of 50.00 Ha. and below., and 90 Days in the packages above 50.00 Ha. from the date of handing over of the site to the contractor.

13.2.1 The detailed Technical specifications of the intended works under the package are as follows.

Technical Specification

A) Areas included in the package are old plantation/forest areas of the A.P. Forest Development Corporation Ltd. The contractor shall be required to do the following operations:

B a) Ensure that the trees marked for retention are not cut, removed or damaged while doing the works of uprootal.

b) Uproot mechanically all the stumps using heavy machinery ie excavators fitted with bucket of 0.90 cum and above capacity and till the soil to the minimum depth of 45 cm in the total area of the package and irrespective of the presence of the stumps.It may be specifically noted that all the available stumps, including smaller stumps of all sizes in the entire area demarcated for raising the plantation and handed over to the contractor, shall be uprooted and the soil in the entire area shall be tilled to a minimum depth of 45 cm without leaving any gaps, excepting such patches which are identified and demarcated on the ground and indicated in the sketch as unsuitable for raising the plantations and inspection paths.

C) The stumps uprooted mechanically using heavy machinery ie excavators and lying in the total area of the plantation area shall be removed fully from the ground, collect the uprooted stumps, drag to out side of the plantation area(s) using tractors or by engaging manual workers and stack in measurable stacks at convenient places as indicated. Entire area demarcated and handed over to contractor shall be cleared of

uprooted stumps without leaving any gaps and the stumps shall be stacked outside the plantation area in measurable stacks.

D) The rootlets if any shall be collected at different places with in the plantation site and they shall be chipped to pieces and spread over the area to mix in the soil for decomposition

E) The pits resulted at the time of uprootal of stumps shall be filled up either manually or by using the tractors The site shall be leveled either manually or using the tractors fitted with blade

13.3 The contractor shall commence the works on site within the period specified under condition 13.1 above after handing over of site by the Divisional Manager, and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned by the Vice Chairman & Managing Director.

13.4 THE TOTAL PERIOD OF COMPLETION OF WORK IS (60) DAYS FROM THE DATE OF HANDING OVER OF THE SITE FOR THE PACKAGES BELOW 50.00 HA. AND 90 DAYS FOR THE PACKAGES BEYOND 50.00 HA.

THE WORK IN THE ENTIRE SITE SHALL BE PROGRAMMED IN SUCH A MANNER SO AS TO ACHIEVE THE PROGRESS AS UNDER.

Sl. No	Period within	Date of handing over the site	Percentage based on contract(Cumulative)	
			Uprootal of stumps using machinery	Collection, dragging and stacking of stump wood and pit filling, levelling of site.
1	0			
2	15 days		50%	
3	30 days		100%	25%
4	45 days			50%
5	60 days			100%

13.5: In case of non commencement of Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m, within (15) days of handing over of the area, it will be the discretion of the Vice Chairman & Managing Director to cancel the contract, duly forfeiting the entire Security Deposit paid.

13.6 If the Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m, at least to an extent of 50% is not done within (30) days of handing over of the area, it will be the discretion of the Vice Chairman & Managing Director to cancel the contract, duly forfeiting the entire SD paid. The contractor shall not be entitled for any payment for the part work done till then.

13.7 However at the end of 30 days, where the Uprootal of stumps and_tilling of soil over entire area to a depth of 0.45 m is not completed, the Divisional Manager, on written

request from the contractor before expiry of the stipulated time ie (30) days, may extend the time by another (15) days for completion of the balance work. This will be considered only when at least 75% of the work has been completed.

13.8 Beyond the above, the Vice Chairman & Managing Director shall at his discretion, may grant further extension of time by 15 days for completion of the balance work. This will be considered only when at least 90% of the work has been completed by the end of (45) days.

13.9 In case the uprootal is not completed even within the extended period of (15) days or (30) days (i.e., 45 days or 60 days from the date of handing over of the site) as the case may be, the contract will be terminated duly forfeiting the entire SD paid and any FSD retained. In such an event, the contractor shall not be entitled for any balance payment due for the work done till then.

13.10 After cancellation of the agreement, the Vice Chairman & Managing Director shall at his discretion award the work to the next lowest (L2) tenderer or call for the fresh tenders or carry out the work departmentally for the balance works only. The Tenderer shall vacate the work site and remove the equipment immediately in event of cancellation of Agreement to enable the fresh Tenderer to carry the further work.

13.11 Where the agreement is cancelled under Clauses 13.5, 13.6 and 13.9, and the work is assigned to next higher (L2) tenderer or fresh tenders are called for or is executed departmentally, whatever excess expenditure is incurred it will be recovered from the original contractor under LRR Act or by filing in the competent Court of jurisdiction. If the work is executed at a lower rate the original contractor shall not have any claim over the benefit accrued to TSFDC.

13.12 In case the Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m has been completed, but collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site is not completed within (60) days, the contract may be terminated, duly forfeiting the entire SD and the contractor will not be entitled for the part work of dragging and removal of stumps done.

13.13 The Divisional Manager, on written request from the contractor before expiry of the stipulated time ie (60) days, may extend the time by another (15) days. This extension shall be given only where there is a satisfactory progress of dragging work in the package.

13.14 If the collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the

site is not completed within (75) days, i.e., including the extended period of (15) days, the contract may be terminated, duly forfeiting the entire SD and the contractor will not be entitled for the part work of dragging and removal of stumps done.

13.15 Beyond the above, the Vice Chairman & Managing Director shall at his discretion may grant further extension of time by (15) days for completion of the work. This shall be done only where maximum work has already been completed and only a small part of work remains.

13.16 If the collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site is not fully completed within (90) days, i.e., including the extended periods of (15) days each in two instalments, the contract shall be terminated, duly forfeiting the entire SD and the contractor will not be entitled for the part work of dragging and removal of stumps done.

13.17 No further extension shall be granted beyond a total period of (90) days and the entire SD will be forfeited duly terminating the contract. The contract will be terminated to the extent of removal, collection, dragging of the stumps and stacking. For the part work of removal, collection, dragging of the stumps and stacking done till the date of termination of contract, no payment will be made.

13.18 After cancellation of the agreement, the Vice Chairman & Managing Director shall at his discretion may call for the tenders for removal, collection, dragging of the stumps and stacking or may order to carry out the work departmentally.

13.19 Where the agreement is cancelled under Clauses 13.16 and 13.17 and the work is assigned to next higher (L2) tenderer or fresh tenders are called for or is executed departmentally, whatever excess expenditure is incurred it will be recovered from the original contractor under LRR Act or by filing in the Competent Court . If the work is executed at a lower rate the original contractor shall not have any claim over the benefit accrued to TSFDC.

13.20 As indicated at Condition No.1.1, the entire work consists of two specific parts Viz., (1) Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. with excavators fitted with 0.90 cubic meters and above capacity Bucket and (2) collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site in plantation areas and the rate quoted in the tender under tender condition (3) is for both the works and will be in the ratio of 60:40 (65:35 in case of Nellore & RR). Where only the First part of the work is done i.e., Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. with excavators fitted

with 0.90 cubic meters and above capacity Bucket and the Second part of the work i.e., collection and removal of all available uprooted stumps of all sizes, dragging to outside the plantation area and stacking, filling of the resultant pits and levelling of the site in plantation areas is not done or is done partly and the contract has been terminated to the extent of Second part, duly forfeiting the SD for the total package under Condition No.13.16 and 13.17, the amount eligible for the First part only ie to the extent of 60% of tendered amount (65% in case of Nellore and RR) will be paid to the contractor. The contractor shall not be entitled for return of SD. The FSD will be fully or in part will be returned as the case may be at the end of defect rectification liability period.

13.21 During the currency of the contract deduction of income tax at prevailing rates shall be made from the gross value of each bill of the contract as per the procedure stipulated under section 194-c(4) of Income Tax 1961

13.22 Income Tax PAN shall be furnished for release of payment.

14.0: SUBLETTING OF CONTRACT

Subletting of the work is strictly prohibited. No part of the contract shall be transferred by power of attorney or otherwise and also to receive payment on the contractor's behalf.

In the event it is found that any portion of the work is sublet, action will be taken against the contractor by debarring him from participating in the tenders for a period not less than one year by the Vice Chairman & Managing Director, including cancellation of the present agreement, duly forfeiting the SD and balance payments due for the work done till then.

15.0: EMPLOYING RETIRED OFFICERS OF TSFDC:

A retired officer of the TSFDC Ltd is disqualified from tendering for a period of two years from the date of' retirement. For this also, the prior permission of the Corporation is required. If not taken, the contract is liable to be terminated duly forfeiting the Security Deposit paid besides any other dues to be paid to the contractor.

16.0: CONTRACTORS RELATED TO OFFICERS OF TSFDC:

Contractors shall not be eligible to tender for works in the Division/Region where any of his near relatives are employed in the rank of Plantation Manager and above on the executive side and Accounts Officer and above on the administrative side. The contractor shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He shall also issue a list of TSFDC Ltd, employees related to him. For failure to furnish such information the tenderer is liable

to be removed form the list of approved contractors and his contract liable for termination duly forfeiting the Security Deposit and other amounts due to be paid to the contractor.

Note: Near relatives includes Sons, step sons, daughters, and step daughter, Son-in-law, and Daughter in-law, Brother-in-law and Sister-in-law, Brothers and Sisters, Father and Mother, Wife/ Husband, Father-in-law and Mother-in-law., Nephews, Nieces, Uncle and Aunties, Cousins and Any person residing with the contractor.

17.0: SETTLEMENT OF DISPUTES

17.1 If any dispute or difference of any kind whatsoever shall arise between the Corporation and the Contractor in connection with, or arising out of the Contract, of the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract, it shall in the first place, be referred to and settled by the Divisional Manager concerned who shall within a period of seven days (from the date of receipt) after being requested by the Contractor to do so, give written notice of his decision to the Contractor. Upon receipt of the written notice of the decision of the Divisional Manager, the Contractor shall promptly, proceed without delay to comply with such notice of decision.

17.2: If the Divisional Manager fails to give notice of his decision in writing within a period of seven days after being requested or if the Contractor is dissatisfied with the notice of the decision of the Divisional Manager, the Contractor may within seven days after receiving the notice of decision, appeal to the Vice Chairman & Managing Director, who shall afford an opportunity to the Contractor to be heard and to offer evidence in support of his appeal. The Vice Chairman & Managing Director, shall give notice of his decision within a period seven days (from the date of receipt) after the Contractor has given the said evidence in support of his appeal, subject to arbitration, as hereinafter provided. Such decision of the Vice Chairman & Managing Director, in respect of every matter, so referred shall be final and binding upon the Contractor and shall forthwith be given effect to by the Contractor, who shall proceed with the work with all due diligence whether he requires arbitration as hereinafter provided, or not. Where the Vice Chairman & Managing Director has given written notice of his decision to the contractor and no claim to arbitration has been communicated to him, the said decision shall remain final and binding upon the Contractor. If the Vice Chairman & Managing Director fail to give notice of this decision, as aforesaid, within a period of seven days after being requested as aforesaid, or if the Contractor be dissatisfied with any such decision, then and in any such case the Contractor within seven days after the expiration of the first named period of seven days as the case may be, require that the matter or matters in dispute be referred to arbitration as hereinafter provided.

17.3: Except as otherwise provided in the contract, any disputes and differences arising, out of or relating to the contract shall be referred to adjudication as follows

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

1	Claims upto Rs.25,000/-value	VC & Managing Director
2	Above Rs.25,000/- upto Rs.50,000/-	Committee of Members appointed by the Board of TSFDC.

The arbitration proceedings will be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The arbitrator shall invariably give reasons in the award.

(ii) Settlement of all claims above Rs.50,000/- in value.

A) All claims above Rs.50,000/- in value shall be decided by the Civil Court of competent jurisdiction by way of a regular civil suit and not by arbitration.

B) A reference for adjudication under this clauses shall be made by either party to the contract within three months from the date of intimating the contractor of the preparation of final bill or his having accepted payment which ever is earlier.

Note : Claims means all claims in that contract.

18: ADDITIONAL CONDITIONS TO THE TENDER NOTICE

18.1 The tenderer shall furnish list of authorised a person(s) to be available at work spot during his absence. Any change in the incumbency of the authorised agent shall be communicated in writing by the contractor to the Divisional Manager and their acknowledgement obtained on his copy of the communication.

18.3:1 It is to be expressly and clearly understood that the contractor shall make his own arrangements to equip himself with all machinery and special tools and plant required for the speedy and proper execution of the work and the Corporation does not undertake any responsibility towards their supply.

For taking the machinery to the site of package the contractor shall make his own arrangements, including preparation of paths for carrying/transport of machinery etc.

The contractor shall at all times abide by the provisions of TELANGANA STATE Forest Act-I of 1967 and the Rules made there under. Any infringement of the provisions of AP Forest Act I, 1967 and the rules made there under as amended from time to time will entail termination of the Agreement and forfeiture of the amounts paid by the contractor and any amounts due to him.

18.3:2. The Contractor shall at all times abide by the provisions of Telangana State Forest Act- I of 1967 and rules made there under AND ANY OTHER LEGAL PROVISIONS IN FORCE

TENDER

To Date…….
The Vice Chairman & Managing Director,
TSFDC,
Hyderabad.

Sir,

I/ We do hereby tender and if this tender be accepted, under take to execute the following work viz **(1) Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. excavators fitted with 0.90 cubic meters and above capacity Bucket and (2) collection, removal of all available uprooted stumps of all sizes dragging to outside the plantation area and stacking, filling of resultant pits and levelling of the site in plantation areas i.e.,** in 2020……..Plantation site of..…… Division as shown in the maps and method of payment as are provided for in the "Conditions of the Contract" for the sum basis or by final measurement at unit rates".

I/We have also quoted the tender in Schedule 'A' annexed (In words and figures) for which I/We agree to execute the work when the lump sum payment under the terms of the agreement is varied by payment on measurement quantities.

I/We have quoted tender in Schedule 'A' both in words & figures. In case of any discrepancy between the rates quoted in words and figures, the tender quoted in words only shall prevail.

I/We agreed to keep the offer in this tender valid a period of 3 months (s) mentioned in the tender notice and not to modify the whole or any part of it for any reason within above period. If the tender is withdrawn by me / us for any reason whatsoever, the EMD paid by me / us will be forfeited to Corporation.

I/We here by distinctly and expressly, declare and acknowledge that, before the submission of my / our tender I/We have carefully followed the instructions in the tender notice and that I/We have made such examination of the contract documents and or the specifications and quantities and of the location where the said work is to be done, under the terms of the agreement and to enable me/us to thoroughly understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications; and distinctly agree that I/We will not hereafter make any claim or demand upon the Corporation based upon or arising, out of any alleged misunderstanding

or misconception/or mistake on my/or our part of the said requirement, covenants, agreements, stipulations, restrictions and conditions.

I/We enclosed to my / our tender a crossed Demand Draft / a Bank guarantee (No. _____ dt. _____) for Rs. _____ as earnest money not to bear interest.

I/We shall not assign the contract or sublet any portion of the same.

If my/our tender is not accepted the sum shall be returned to me/us on application when intimation is sent to me/us of rejection or at the expiration of three months from last date of receipt of this tender whichever is earlier. If my/our tender is accepted the earnest money shall be retained by the Corporation as security for the due fulfilment of this contract. If upon written intimation to me/us by the Vice Chairman & Managing Director, AP Forest Development Corporation Ltd, **……**, I/We fail to attend the said office on the date herein fixed or if upon intimation being given to me/us by the Vice Chairman & Managing Director), AP Forest Development Corporation Ltd. **……**, of acceptance of my/our tender, and if I/We fail to make the additional security deposit and/or to enter into the required agreement as defined in conditions -10 ,11 and 12 of the tender notice, then I/We agree the forfeiture of the earnest money and other payments made. Any notice required to be served on me/us here under shall be sufficiently served on me/us if delivered to me/us personally or forwarded to me/us address given herein. Such notice shall if sent by post be deemed to have been served on me/us at the time within due course of post it would be delivered at the address to which it is sent.

TENDERER'S/CONTRACTOR'S CERTIFICATE

(1) I/We certify that I/We have inspected the site of the work before quoting my tender I/We have satisfied about the quantum of work, availability of transport facilities etc.

(2) I/We hereby declare that I/We will pay an additional security deposit in Terms of conditions 9 and 10 of tender notice.

(3) I/We hereby declare that I am / We are accepting to reject my tender in terms of conditions 2.4 and 6 (d) of tender notice.

(4) I/We hereby declare that I/We will not claim any price escalation.

(5) I/We hereby declare that I am / We are accepting for defect liability period as 3 months

(6) I/We declare that I/We will execute the work as per the mile stone programme, and if I/We fall to complete the work as per the mile stone programme I atendere by the condition to recover liquidated damages as per the tender conditions.

(7) I/We declare that I/We will atendere for settlement of disputes as per the tender conditions.

DECLARATION OF THE TENDERER

(1) I/We have not been black listed in any Department in A.P. due to any reasons.

(2) I/We agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

RATE OF PROGRESS

1. The rate of progress provided in the tabular statement under conditions 13.4 of tender notice will be atendered.

2. Date of commencement of this programme will be the date on which the site is handed over to me / my authorised agent.

Signature of the Tenderer

Name:

Address of the tenderer:

SCHEDULE - 'A'

SCHEDULE OF RATES, APPROXIMATE QUANTITIES, etc.

1. The lump sum tender cost of the work is based on the area but they are subject to deductions or additions as provided for in the conditions of this contract and do not necessarily show the actual quantities of work to be done.
2. It is to be expressly understood that the measured work is to be taken net according to the actual area when in place and finished according to the surveyed sketches or as may be ordered from time to time by the Divisional Manager and the cost calculated by measurement, at their respective rates. The Tender quoted is for works and complete in every respect.
3. Additions or alterations in the area, rate or in total amount of the estimate given hereunder, will disqualify the tender.
4. The rates and amounts of estimate furnished in Schedule 'A; are inclusive of turn over tax and construction of temporary store shed, Insurance premium for the work and Banker's Charges for Bank Guarantee etc. Hence the Contractor should quote his tender keeping in view of the above aspects. The quoted tender shall include compliance by the contractor with all the general conditions of contract, whether specifically mentioned or not in the various clauses of these specifications.
5. It shall also include safety of workers, first-aid equipment, maintenance of all insurance, the payment of all wages, salaries or other charges arising out of the works as may be required on completion of works safety of the public and protection of the works and adjoining land.

SCHEDULE- "B" LIST OF DRAWINGS

1) The Surveyed sketches enclosed to the tender documents shall be used as a reference only.
2) The Surveyed sketches showing the areas enclosed with the tender are shall not be altered during execution of work.
3) Additional sets of Surveyed sketches showing the areas, on the basis of which actual execution of the work is to be proceeded will be furnished, free of cost to the contractor by the Divisional Manager _____.

Note-: The contractor shall not commence the work without obtaining the Surveyed sketches showing the areas. Any work done without Surveyed sketches showing the areas shall be at the contractor's responsibility.

SCHEDULE-C

ADDITIONAL CONDITIONS SUPPLEMENTAL TO THE WORK/ PROGRESS SCHEDULE

1.1: The contractor shall give written notice to the Divisional Manager in-charge whenever planning, or progress of the works is likely to be delayed or disturbed unless any further order including a direction, instruction or approval is issued by the Divisional Manager in-charge within a reasonable time. The notices shall include details of the order required and of why and by when it is required and of any delay likely to be suffered if it is late. If by reason of any failure or inability of the Divisional Manager to issue within a time reasonable in all the circumstances any order requested by the contractor, the contractor suffers delay, then the Divisional Manager shall take such delay into account in determine any extension of time.

2.1: **MEASUREMENT AND CHECK MEASUREMENT:**

Measurement will be recorded for the finished work ie the work completed as per specifications only.

2.2 Payment for the work done by the contractor will be made for the work completed as per specification(s) based on the measurement recorded in measurement books by any officer of the Corporation not lower in rank than a Plantation Manager and check-measured by the DM / GM, TSFDC concerned. The contractor shall be present at the time of recording of measurements and their check-measurement and accept them, then and there, so as to avoid disputes at a later stage.

If the contractor is not available at the work spot at the time of recording measurement or check measurements the particulars of the measurement shall be signed by the authorised agent of the contractor based on which the contractor shall accept the set of measurements without any further dispute. If for any reason the contractor's authorised agent is also not available at site and the works to be measured by the Corporation to avoid recording of measurement during the absence of the contractor or his authorised representative the Corporation shall not entertain any claim from the contractor for any loss incurred by him on this account. The contractor shall however note that the Corporation cannot indefinitely wait for recording the measurement due to the absence of the contractor and his authorised agent and check measure them even in the absence of the contractor after giving in writing a notice of 3 days.

3.0: PAYMENTS AND CERTIFICATES

3.1: Payment will be made to the contractor by the RM concerned, under the certificate to be issued by the Divisional Manager after Check measurement by him, within fourteen

days of the date of such certificate duly deducting 10% of the Bill amount as FSD and Income tax as applicable.

The value of Uprootal of all stumps and tilling of the total area to a depth of 0.45 m and left over stumps manually will be 60% (65% RR division)* of the accepted rate and the value of collection, removal, dragging and stacking of uprooted stumps outside the plantation and filling the resultant pits if any, levelling of the site etc will be 40% of the accepted rate (35% RR division)*. At the time of release of payments, it will be regulated accordingly.

However, on the written request of the contractor, part payment of contract amount could be released to the extent of completed work done on completion of the work of Uprootal of all stumps and tilling of the total area to a depth of 0.45 m only. To qualify for release of part payment the contractor shall complete the work at least over an area of 10 Ha.

(a) Uprootal of all stumps and tilling of the total area to a depth of 0.45 m for 75% of the work done at 60% of the unit rate (65% RR division)*, less FSD and Income Tax.

(b) Final payment – Balance amount less FSD and Income Tax after completion of all the intended works in the entire area of the package as per specifications, as the case may be.

In respect of collection, removal, dragging and stacking of uprooted stumps outside the plantation and filling the resultant pits if any, levelling of the site etc. no payment will be released till completion of entire work as per specifications.

3.2: No certificate of the Divisional Manager shall be considered conclusive evidence as to the sufficiency of any work or correctness of measurement to which it relates, nor shall it relieve the contractor from his liability to make good defects as provided by the contractor. The certificate as to such of the claims mentioned in the application as are allowed by the Divisional Manager shall be issued within fourteen days of the application,

3.3: In case of over payment or wrong payment made if any to the contractor due to wrong interpretation of the provisions of the contract, or otherwise, such

unauthorised payment will be deducted in the subsequent bills or final bills for the work or from the bills under any other contracts with the Corporation or at any time thereafter from the deposits available with the Corporation.

3.4: Any recovery or recoveries advised by the TSFDC or Govt. Dept. either state or central, due to non-fulfilment of any contract entered in to with them by the contractor shall be recovered from any bill or deposits of the contractor.

3.5: No claim shall be entertained if the same is not represented in writing to the Divisional Manager within 15 days of its occurrence.

3.6: The contractor is not eligible for any compensation for inevitable delay in handing over the site in accordance with, the condition 13 of tender notice. In such cases suitable extensions of time will be granted after considering the merit of the case.

3.7: The contractor shall have the right to withdraw from the contract and obtain refund of his Security deposit if such intimation of handing over the site in accordance with condition 13 of tender notice is delayed more than 60 days from the date of acceptance of the agreement by competent authority.

3.8: **INTEREST ON MONEY DUE TO THE CONTRACTOR:**

The contractor is not entitled to interest upon Security Deposit, Additional Security Deposit or any payments in arrear, nor upon any balance which may, on the final settlement of his accounts, the fund to be due to him.

4: CERTIFICATE OF COMPLETION OF WORKS:

4.1: When the whole of the works have been completed as per the specifications and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Divisional Manager along with an undertaking to complete any outstanding work during the period of defects liability period. Such notice and undertaking shall be in writing and shall-be deemed to be request by the Contractor to the Divisional Manager to issue a Certificate of Completion in respect by the Works. The Divisional Manager shall, within Fourteen days of the date of delivery of such notice either issue to the Contractor a certificate of Completion stating the date on which, in his opinion, the Works were completed in accordance with the contract, with a copy to the Vice Chairman & Managing Director along with the certificates from the concerned Plantation Manager on the completion of the works by the contractor as per the specifications and also on the correctness of the area, certified surveyed sketch of the site, or give instructions in writing to the Contractor specifying all the balance works which, in the Divisional Manager's opinion, requires to be done by the Contractor before the issue of such Certificate. The Divisional Manager shall also notify the Contractor of any defects in the works affecting completion that may appear after such instructions and before completion of the Works specified there in. The Contractor shall be entitled to receive such Certificate of the

Completion within Fourteen days of completion to the satisfaction of the Divisional Manager of the Works so specified and making good any defects so notified.

5.0: Delay in Commencement or progress or neglect of work and forfeiture of earnest money, Security deposit and withheld amounts.

If, at any time, the Divisional Manager shall be of the opinion that the Contractor is delaying Commencement of the work or violating any of the provisions of the Contract, the EMD, SD and FSD are liable for forfeiture.

6.1: Suspension of the works by the Contractor:

If the Contractor suspends the works without sanction of the Divisional Manager, or in the opinion of the Divisional Manager neglects or fail to proceed with due diligence in the performance of his part of the Contract as laid down in the Schedule rate of progress, or if he shall continue to default or repeat such default. the EMD, SD and FSD are liable for forfeiture.

6.2: If the Contractor Stops work for 15 days when no stoppage of work is shown on the Current programme and the Stoppage has not been authorised by the Divisional Manager and not suitable for granting extension of time in accordance with Clause 13 of Tender Notice, the Contract will be terminated, duly forfeiting the EMD, SD and FSD and no balance payment for the works carried out will be released

6.3: The Vice Chairman & Managing Director may terminate the Contract for Convenience.

7.0 **QUALITY CONTROL**

During the execution of the work whenever DPM/PM/DM/RM or any other authority notices that the contractor is not carrying out the work as per specifications, the DM shall issue a notice to the contractor by registered post duly pointing out the defects in the work and fixing the time frame for rectification of the same. The contractor shall without any claim on the notice, rectify the defective works within the time frame fixed, failing which, the rectification works shall be got done departmentally utilising the amounts available with the TSFDC in the form of security deposit and FSD and it is binding on the part of the contractor.

8.0 PERSONNEL OF THE CONTRACTOR:

8.1: The contractor shall at all times, maintain on the work a staff of qualified Supervisors of sufficient experience of similar jobs to ensure that the quality of work turned out shall be as intended in these specifications and they shall be present at the work-spot during working hours and at the time of inspection by the Corporation Officers. All orders and direction given to such supervisory or other staff of the contractor to be present on any specified inspection shall be complied with and the contractor also shall comply with such orders.

8.2: The contractor shall supply to the Divisional Manager details of name in regard to all supervisory staff employed by the contractor and notify the changes when made and satisfy the Divisional Manager regarding the quality and adequacy of staff thus employed.

8.3: The Divisional Manager will have the unquestionable right to ask for change in the number of the contractor's supervisory staff or their removal from the work or change some or all of them. The contractor shall comply with such order and effect replacement to the satisfaction of the Divisional Manager.

8.4: The contractor shall not without written authorisation permit entry in site of work of any person / authorised agents, engaged in connection with work.

8.5: All vehicles used by the contractor shall be clearly marked with contractor's name.

9.0: SECURITY MEASURES:

9.1: The contractor shall be responsible for the safety and security of the men and machinery at site during the duration of the contract. However, their safety and security provisions shall in no way relieve the contractor of his responsibilities in this respect.

9.2: Separate -payment for provision of security services will not be made and the cost of this work shall be deemed to have been included in the tender.

10. LIABILITIES OF THE CONTRACTOR:

10.1: Accident Relief and workmen compensation:

The contractor should make all necessary arrangements for the safety of workmen on the occurrence of the accident, which results in the injury or death of any of the workmen employed by the contractor, the contractor shall within 24 hours of the happening of the accident should intimate the same in writing, to the concerned Plantation Manager/Divisional Manager of the Corporation. The contractor shall indemnify Corporation against all loss or damage or loss of life or injuries sustained, resulting directly or indirectly from his failure, including the penalties fines if any payable by Corporation, as a consequence of such incidents.

10.2: In the event of an accident in respect of which compensation may become payable under the workmen's compensation Act VIII 23, or ANY OTHER LAWS whether by the contractor or by the Corporation, it shall be lawful for the Divisional Manager to retain such sum of money which may in the opinion of the Divisional Manager be sufficient to meet such liability. The opinion of the Divisional Manager shall be final in regard to all matters arising, under this clause.

10.3: The contractor shall at all times indemnify the Govt. of T.S../TSFDC against all claims which may be made under the workmen's compensation act or any statutory modification thereafter or rules there under or otherwise consequent of any damage or

compensation payable in consequent of any accident or injuries sustained or death of any workmen engaged in the performance of the business relating to the contractor.

11. CONTRACTOR'S RISKS

All risks of loss or damage to physical property and of personnel injury and death, which arise during and in consequence of the performance of the contract are the responsibility of the contractor.

12.0 INSURANCE:

The contractor shall provide insurance cover from the start date and upto the end of the defects liability period i.e. 3 months in the amounts and deductibles stated in the contract data for the following events, which are due to the contractor's risks.

a) Loss of or damage to the works, plant and materials

b) Loss of or damage to the Equipment

c) Personal injury or death.

13.0 ECOLOGY:

13.1: The contractor shall protect all existing vegetations such as trees on adjacent to the sites, which do not interfere with the said work as determined by the Divisional Manager. The contractor shall take all possible precautions to avoid damages to vegetation, structures and any other Corporation property and shall be responsible for any damage if it occurs in such operations. All produce from the cutting of trees etc., if specifically permitted (with prior permission of the Corporation) shall be the property of the Corporation and shall be stacked and placed at the place specified by Divisional Manager. No costs shall be claimed for such cutting and stacking trees etc., by the contractor. If any produce from such cutting is not handed over to the Corporation by the contractor, he shall be charged for the same at the rates to be decided by the Divisional Manager-in-charge. The recovery of this amount shall be made in full from the Security Deposit or intermediate bill that follows.

13.2: The contractor shall not cut any trees, brush wood, grass or other vegetations nor shall set fire thereto without the written permission to the Divisional Manager. When such permission has been given, the contractor shall, take necessary measures to prevent damage and for prevention of fire spreading, to surrounding property and shall be responsible to any such damage if caused.

14.0: CLEARING OF THE SITE AND RE-HANDING OVER OF AREA:

14.1 The Site as may be considered necessary by the Divisional Manager for the execution of the work will be given to the contractor and it shall be handed over to the Corporation in good condition and to the complete satisfaction of the Divisional Manager.

14.2: All areas of operations, including those for his staff, handed over to the contractor shall be cleared and handed back to the Divisional Manager. The contractor shall make good to the satisfaction of the Divisional Manager all damages or alterations made to the area while handing over back of the property or land handed over to him for the purpose of the works. Temporary structures may be erected by the contractor, such as storage sheds, etc. for non-commercial use in the land handed over to him at his expenses and with the permission of the Divisional Manager. At the completion of work, the structures shall be dismantled at the site, the material/debris removed and the site handed over to the Corporation.

15.0 FIRE FIGHTING MEASURES:

15.1: The contractor shall provide and maintain adequate fire fighting equipment and take adequate fire precaution measures for the safety of all personnel and property and shall take action to prevent damage by fire of trees, shrubs and grasses.

15.2: Separate payment will not be made by the Corporation for the provision of fire fighting measures.

16.0: APPROACH ROADS AND ROADS IN WORK AREA:

16.1: In addition to the existing public roads and roads constructed by the Corporation, if any, additional approach paths and paths inside the work area are required by the contractor, they shall be formed and maintained by him at his own cost.

16.2: It is possible that work at or in the vicinity of the work site will be performed by the Corporation or by other contractors engaged in work by the Corporation during the contract period. The contractor shall permit the Corporation and such other contractor(s) and other workmen to use the access facilities, including roads or any other facilities constructed and acquired by the contractor, in the performance of the works by them.

16.3: The contractor's equipment shall not traverse any public roads or bridges unless the contractor had taken permission of the authority concerned. In case contractor's equipment is not allowed to traverse any public roads or bridges and the contractor is required to make some alternative arrangements, no claim on this account shall be entertained.

16.4: The contractor is cautioned to take necessary precautions in transportation of machinery and take action to avoid accidents and fire prevention. All cost of such work shall be deemed to have been included in the contract.

16.5 a) The contractor shall, at all times during the continuance of the contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and or enactments of state or central govt. and other local authorities and any other notification and Acts that may be passed in future either by the state or central government or local authority, including Indian Workmen's Compensation Act, 1923, Contract labour (Regulation and Abolition) Act., 1970, The child Labour Prohibition and Regulation Workers Act, 1986, Equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, 1948, Provident Fund Regulations, employees provident fund Act, 1952. Schemes under the same Act, the Building and other construction (Regulation of employment and condition of service) Act 1996, the Cess Act 1996 and applicable labour regulations, health and sanitary arrangements for workmen, insurance and other benefits. The contractor shall keep Corporation indemnified in case any action is initiated by competent authorities against the contractor for contravention of any Acts or Rules by the contractor.

b) If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated on the part of the contractor, the Divisional Manager shall have the right to deduct the same from any monies due to the contractor, from amount of performance security or recover from the contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Corporation. The responsibility in connection with the employees of the contractor shall be fully taken by the contractor and they shall in no case be treated as the employees of the Corporation at any point of time.

17.0: HEALTH AND SANITATION

Medical rules for the provision of health and sanitary arrangements for workers employed by the departments and contractors:

The camp and hutting accommodation, water supply and sanitary arrangement for the workers employed on the works shall be made by the contractor at his own cost and they shall strictly conform to the requirements and to the satisfaction of the Medical

and sanitary authorities and in accordance with the medical rules. These shall be as follows:

i. First Aid: At the work site there shall be maintained, in a readily accessible place, the first aid appliances and medicines including an adequate supply of sterilized dressings and sterilized cotton wool. The appliances shall be kept in good order. They shall be placed under the charge of a responsible person who shall be readily available during working hours.

ii. Drinking Water: - Water of good quality fit for drinking purpose shall be provided for the working people, on a scale of not less then 3 gallons per day per person.

iii. Rest Shelters: At the work site these shall be provided free of cost. Two suitable sheds, one for meals and the other for use of labour, shall be provided.

18.0: TRANSPORTATION OF PERSONNEL

18.1 The contractor shall make his own arrangements for the daily transportation of his personnel, oils etc to the work spot and personnel of the contractor shall stay at the work spot except for the safety of the machinery. No extra payment will be made to the contractor for the above transportation of his personnel and his quoted tender for the work shall include the transportation charges of his personnel to work spot and back.

18.2 The contractor will at all times duly observe the provisions of employment of children Act XXVI of 1938 and any enactment or modification of the same and will not employ or permit any person to do any work for the purpose under the provisions of this agreement in contravention of the said Act. The contractor hereby agrees to indemnify the Corporation from and against all claims, penalties which may be suffered by the Corporation or any person employed by the Corporation by any default on the part of the contractor in the observance and performance of the provisions of the Employment of Children Act XXVI of 1938 or any enactment or modification of the same.

18.3 As per Govt. Memo No. 721/Gr. (i)/81-35, Dt. 17-11-87, the contractor shall obtain the insurance at his own cost to cover the risk of the labour engaged by him during period of execution, against fire accidents and other usual risks and produce the same to the Divisional Manager concerned before commencement of work.

19.0: SAFETY MEASURES

19.1 The contractor shall take necessary precautions for the safety of the staff and preserving their health, while working in such jobs, which require special protection and precautions.

19.2 He shall get the staff periodically examined for chest trouble due to too much breathing in to fine dust.

19.3 The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time, without prejudice to his right to claim indemnity from his sub-contractors.

19.4 Any violation of the conditions above shall be deemed to be a breach of his contract.

20.0: FAIR WAGE CLAUSE:

20.1 The contractor shall not pay less than fair wages to staff engaged by him on the work as fixed by the concerned District Collector or any other competent authority. The Divisional Manager shall have the right to call for such record as required to satisfy himself on the payment of fair wages to the labourers and shall have the right to deduct from the contract amount a suitable amount for making good the loss suffered by the worker or workers engaged by the contractor, by not following the 'fair wages' clause for the workers.

20.2 “Fair” wages also means wages whether for time of piecework notified by the Government from time in the area in which the work is situated.

20.3 The contractor shall be primarily liable for all payments to be made and for the observance of the regulations framed by the Govt. from time to time without prejudice to his right to claim indemnity from his sub-contractors.

20.4 Any violation of the conditions above shall be deemed to be a breach of his contract.

INDEMINITY BOND

Name of work: Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. excavators fitted with 0.90 cubic meters and above capacity Bucket and collection, removal of all available uprooted stumps of all sizes dragging to outside the plantation area and stacking, filling of resultant pits and levelling of the site in plantation areas.

I ..……. Contractor S/o……aged…….. Resident of ..... do hereby bind myself to pay all the claims may come (a) under Workmen's Compensation Act. 1933 with any statutory modification there of and

rules there under or other wise for or in respect of any damage or compensation payable in connection with any accident or injury sustained (b) under Minimum wages Act. 1948 (c) under payment of wages Act., 1936 (d) under the Contractor labour (Regulation and Abolition) Act., 1970 by workmen engaged for the performance of the business relating to the above contract i.e.

Failing such payment of claims of workmen engaged in the above work, I a tenderer in accepting for the recovery of such claims, affected from any of my assets with the Corporation.

(Signature of the Tenderer/ Contractor)

PLANTATION SITE POSSESSION CERTIFICATE

This is to certify that the 2020 Eucalyptus Plantation site …….. of …… Division over an extent of …… Ha., is handed over to the Contractor Sri / M/s. …….. for Uprootal of stumps and tilling of soil over entire area to a depth of 0.45 m using heavy machinery i.e. excavators fitted with 0.90 cubic meters and above capacity Bucket and collection and removal of all available uprooted stumps of all sizes dragging to outside the plantation area and stacking, filling of resultant pits and levelling of the site in plantation areas, in terms of the agreement dated …….., on …….

The Contractor shall hand over the above area to the TSFDC after completion of the intended works in terms of the agreement dated …… executed between the RM, …… and the Contractor Sri / M/s……

HANDED OVER BY **TAKEN OVER BY**

PLANTATION MANAGER, **Contractor**

……. **M/s……**

Countersigned by

DIVISIONAL MANAGER,

……. .