FORESTRY DEPARTMENT
YELLANDU

TENDER NOTICE
(Open tender)

Ref: YLD/FTY/A/2026/1002 Date: 12.11.2026

Tenders are invited by the undersigned for following works in **e-procurement mode** among the Experienced bidders.

Sl. No	Enquiry No.	Name of the item	Area in Ha/Km	Estimated amount (Rs.)	EMD Rs.
1.	YLD/FTY/A/2026/07, dt.12.11.2026	Raising and maintenance of avenue plantation with 500 nos of plants long the public and Transport route of Kistaram and Tekulpally near KOC Yellandu area under RPNCRAP during the year 2026-28	1.25	Rs.4,75,695/-	23,800/-
21 months from date of commencement					

1. The tender shall be two parts namely Technical bid and Price bid. Technical bid shall contain documents support of EMD and Experience certificate. In price bid, the bidders should quote their uniform percentage on the estimated value of the work. The **Price Bids (Part-II)** of the bidders who qualify in the Technical Evaluation only will be considered, and accepted to open, on approval of competent authority.

2. **Eligibility criteria for value based works:** As per circular No: CRP/FTY/A/2026/529, dt.25.05.2026, bidders are required to have a minimum financial turnover prescribed in all Forestry works carried out by him in any one financial year in the preceding 10 years (including current financial year). Requirement of minimum financial turnover shall be arrived at as per the formulae : **0.5 x(12/N) x ECV ,**Where **N** is the time period given for completion of the work in months. If time period given is up to 6 months **N** shall be taken as 6 and if time period is above 6 and below 12 months, it shall be taken as 12. **ECV** is Estimated Contract Value.

3. Interested bidders should participate by uploading relevant documents in e-portal along with the EMD as mentioned shall be paid online or by Chalan generation through any Nationalized bank in favor of The Singareni Collieries Company Limited, Kothagudem. The EMD submitted shall be valid for the entire period of the contract from the date of opening of the tender.

4. The tenderers are allowed to submit the bids from the date of publishing till **03:00 PM** on **27.11.2026.** The **Technical Bid (Part-I)** of the tender will be opened on the same day *i.e.*, on **27.11.2026** at **04:00 PM and** price bid will be opened on **29.11.2026** at **04:00 pm** in the Office of GM (ENV & Environment-FAC) Corporate.

5. The bidder shall scan and upload all the required documents / certificates/ statements. The bidder is liable to be disqualified and blacklisted, if false information is furnished in the forms/ certificates/ statements submitted in proof of qualification requirements and misled the company.

6. Technical bid will be opened on the due date. The price bid of only those tenderers, who are found qualified in technical bid will be opened after technical evaluation of the bids is completed. The date of opening of price bid mentioned is only indicative date. In case of any extension of last date for submission of bids / date of opening of technical bids, suitable corrigendum will be released in the e-procurement platform.

7. **Exemption of EMD:** Exemption of EMD will be allowed for the agencies registered under MSME under **specific classification code- 02101** for participation in all the Forestry tenders. However, if the MSME registered agency/contractor exempted from the payment of initial EMD happened to be successful bidder, he has to submit total EMD at the time of executing the Agreement. The Bidder exempted from submission of EMD shall upload the scanned copy of documents online in support of exemption, during bid submission: otherwise the offer is liable for rejection.

8. The Earnest Money Deposit will be refunded to the unsuccessful tenderer immediately after finalization of the L1 tenderer.

9. The Company reserves the right to cancel/ withdraw whole or part of the above mentioned works without assigning any reason what so ever.

10. The Company employees should not participate in tenders either directly or indirectly.

11. The proposed quantity in the estimate are only tentative, they may increase or decrease subject to field requirement.

12. Before quoting the rates, the bidders are advised to go through the NIT, Terms & Conditions, Estimate thoroughly. Bidders shall quote their rate in the online format and shall not quote less than minus 10% on the estimated contract value.

13. In case, more than one lowest tenderer quote the similar discount rate up to 10%, the work will be awarded by drawing the lottery among such tenderers.

14. The wages are to be paid directly to the bank account of the watcher.

15. **Employment of Local persons:**

    i. The successful bidder shall employ the local persons not less than 80% for unskilled category of work.
    ii. The successful bidder shall also give preference to local persons in skilled category and shall employ as many as possible.
    iii. Local persons means persons from PDFs, PAFs and persons belongings to local area where coal mining operations are being carried on or shall be carried on in future.
    iv. First preference for employment shall be given to Project Displaced Families (PDFs) & Project Affected Families (PAFs) and then to other local persons.

14. Though registration certificate is shown as mandatory in documents required screen. The same is not applicable for this work.

15. Though possessing of turnover, liquid assets/ Credit facilities is shown in the as mandatory in eligibility criteria screen. The same is not applicable for these work also the parameters.

16. In the PQ stage, the following parameters also not applicable for this work
    a. Key critical equipment
    b. Previously executed works
    c. Work done as a prime contractor
    d. Key personnel
    e. Works on hand / Tendered details
    f. Eligibility criteria.

17. The O/o. Manager (Forestry), Yellandu may be contacted for more details. Phone No. 08744-235990.

18. The Conditional tenders will not be accepted.

19. The intending tenderers are advised to inspect the areas personally before participating in the tenders.

20. Notwithstanding to anything stated above, The Singareni Collieries Company Limited reserves the right to assess the capability and capacity of intending tenderers to perform the contract.

21. The General Terms & Conditions furnished in the tender will be applicable, wherever it is deemed fit for the works specified.

Sd/-
General Manager/YLD(A)

c.c.
GM (ENV & Forestry-FAC)
SO to GM., YLD Area
DGM (F&A)/YLD Area

All Area Forest Officers
All Area Civil Depts
} **request to display the tender notice with a on the notice boards**

THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
FORESTRY Dept.,
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TERMS AND CONDITIONS FOR THE WORK

1.0 SCOPE OF WORK:

1.1 **Provision of labour and implements**: This contract includes all labour, material, tools, implements and every other things necessary for carrying out and completing the works in conformity with the plans and specifications (herewith attached), descriptions and instructions as may from time to time be furnished while the work is in progress.

1.2 **Detailed drawings and instructions:** The Chief General Manager / General Manager or his authorised representative shall furnish with, reasonable promptness additional instructions, necessary for the proper execution of the work. The work shall be executed in conformity therewith and the contractor shall not do work without proper drawings or instructions in writing.

1.3 If the tenderer has any doubt as to the meaning of any portion of the terms and conditions of contract or the specifications, he shall submit particulars to the company in writing before submitting this tender within the stipulated time for getting necessary clarifications.

1.4 Before quoting their overall uniform percentage or rate, they shall enquire and inspect the site of the proposed work, study the physical conditions prevailing at the site, sufficiency and means of transporting all materials, labour, water and any other matters or things required in connection with the work. Tenderers are also expected to have previous experience of similar works executed.

2.0 TENDER OFFERS:

2.1 The tenderer shall submit the offer only in the prescribed tender schedule issued to him. No alterations (additions or deletions) shall be made to the tender schedule, conditions of contract, specifications, schedule of approximate quantities etc. Offers submitted in any other form (other than schedule issued to them) shall be summarily rejected.

2.2 The tenderer should clearly quote his percentage on the Company's estimated rates i.e. **(+)** overall uniform percentage **above** estimated rates OR **(-)** overall uniform percentage **below** estimated rates OR **AT PAR** with the estimated rates and also the amount in figures and words.

2.3 Whenever estimated rate is not provided in the schedule, the tenderer should quote his own rate in the appropriate column for carrying out the specified works per unit of the work as mentioned in the schedule.

2.4 Tenderers must quote their percentage rate as well as the amount both in WORDS and FIGURES. In case of any discrepancy between the words & figures, the words shall prevail. No further correspondence in this regard will be entertained.

2.5 The rate quoted shall be firm till completion of contract.

2.6 The tender shall be valid for 12 MONTHS from the date commencement.

2.7 Information on the following is to be furnished along with the tender.

a) Names and addresses of the partners/Directors, if the tenderer is a Partnership Firm/Company.
b) Banker's names and addresses and
c) Income tax permanent account number
d) full and correct postal address with pin code etc.,to which all communications should be sent. The responsibility to receive promptly all the communications sent to him rests fully on tenderer himself.

2.8 The tender will be treated as incomplete, if

a. The tenderer fails to quote his percentage on the Company's estimated rates or his own rate, as the case may be for all parts or Part of the tender schedule.
b. any of the over writings, corrections, alterations in the rate quoted are not attested by the tenderer with full signature.
c. the tender is not accompanied by the EMD.

2.9 Incomplete tenders will be rejected out-right and no further representation in this regard will be entertained.

2.10 Conditional tenders will not be accepted.

3.0 <u>DISCOUNT TENDERS</u>:

3.1 Discount tenders with more than 10% (Ten percent only) of estimated value will not be accepted.

3.2 In case of discount tenders of above 5% and upto 10% of estimated value, tenderers shall enclose copies of certificate of previous experience of having carried out similar work of similar magnitude, in any of the Government Dept / public sectors undertakings/ reputed private firms along with the offer. The successful tenderer shall pay additional Security Deposit in the form of demand draft / banker's cheque drawn in favour of SCCL depending on the extent of discount as detailed below, before executing the agreement.

i) discount from 1% to upto 5% : 2% of Tender value
ii) discount of above 5% to 10% : 3% of Tender value

3.3 In case, more than one lowest tenderer quote the similar discount rate up to 10% (Ten percent only), the work will be awarded by drawing the lottery among such tenderers.

4.0 In case more than one tenderer quote the same PAR/ premium rate, negotiations will be conducted with all of them to ascertain the final rate. In case of tie, the work will be awarded by drawing lots.

5.0 It is the responsibility of the tenderer to be present at the time of tender opening and drawing of lots. If he or his authorized representative is not present at the notified time, the decision of SCCL shall be final and binding on him. No subsequent representation will be entertained in this regard.

6.0 SCCL reserves the right to negotiate with L1 tenderer.

7.0 If the L1 tenderer backs out of the contract before concluding the agreement, Company has got the right to negotiate with L2 tenderer.

8.0 SCCL reserves the right to accept or reject any tender or all tenders without assigning any reasons thereof.

9.0 AGREEMENT BOND: Once the tender is accepted and award letter is issued, the successful tenderer shall execute an agreement with the Company on non-judicial stamp paper of Rs.100 within 10(ten) days from the date of the award letter or before the commencement of work, whichever is earlier.

10.0 DEPOSITS:

10.1 Earnest Money Deposit (EMD) :

10.1.1 EMD @ 5% of estimated value or the amount as indicated in the tender schedule should be paid at the time of submitting the filled in tender schedule.

10.1.2 EMD can be paid in the form of F.D.R. / Demand Draft / Bankers cheque duly endorsed in favour of SCCL. The FDR should be valid for the entire period of contract.

10.1.3 The EMD of the unsuccessful tenderers will be refunded after tender opening.

10.1.4 The EMD amount of the successful tenderer shall be released only after satisfactory completion of contract period.

10.2 Security Deposit (SD) :

10.2.1 In addition to the EMD paid at the time of submitting the tender, the successful tenderer has to pay the Security Deposit amount at 5% of tender value. The amount has to be paid before commencement of the work/before concluding the agreement, whichever is earlier in through DD/FDR/Bankers cheque.

10.2.2 Security Deposit amount will be released in the final bill.

10.3 Request for adjustment of pending bills amount, EMD, S.D. of the other works of the Company towards EMD and S.D. of this tender will not be accepted.

10.4 No interest will be paid on the EMD or SD deposited with the Company.

11.0 **CONTROL OF WORK:**

11.1 The works are to be conducted under the sole control and direction of CGM/ GM or his authorised representative. The whole of materials are to be of the best description of their respective kinds and both workmanship and materials shall be of good quality**.**

The Contractor shall when required, furnish satisfactory evidence of the quality of materials he is using.

11.2 Everything necessary including materials, labour, tools, equipment, and transportation is to be provided and paid for, by the contractor, so that the work may be completed and perfect at its conclusion, to the entire satisfaction of the CGM/GM or his authorised representative, who shall have power to reject any materials or labour during the progress of work which he may deem improper or to remove any person in the Contractor's employment, of whom he may disapprove, and the contractor is to supply alternate material or labour which shall meet the approval of the CGM/ GM or his authorised representative.

11.3 The Contractor shall furnish for approval all samples as directed. The work shall be in accordance with the tender schedule.

11.4 The contractor shall keep each one copy of all specifications of the work in good order available at site.

12.0 EXECUTION OF WORK:

12.1 The successful tenderer shall complete the work within the stipulated time and as per the calendar of operations given in Annexure A and specifications prescribed in the tender document. The calendar of operations may be changed, modified or altered by the Area/ Regional Forest officer, as and when necessary based on weather/ climatic conditions.

12.2 The contractor shall also seek the directions from the Area Forest Officer from time to time for commencing the planting and other operations and complete the same with in the prescribed time.

12.3 The contractor should inform immediately about the date of commencement of the work in writing to the Area Forest Officer without any delay.

12.4 The contractor or his agent duly authorized by him should be present during the period of planting at site or whenever required during other operations.

12.5 The species composition mentioned in the schedule is only tentative and subject to change as per the field conditions at the discretion of the Area Forest officer, which will be communicated to the contractor.

12.6 The contractor is responsible not only for carrying out individual operations timely as per the specifications but also responsible for overall success of the work.

12.7 The work shall be executed by following the generally accepted silvicultural/ Horticultural practices, even if the same are not specifically mentioned in the schedule.

13.0 The company shall not be responsible for any compensation of losses or damages incurred by the contractor except under Force Majeure conditions.
Force majeure clause: The force majeure conditions are such as civil commotion, natural calamities, war, delay in handing over the land (documentary evidence shall be submitted) and landslides in OB dumps (Project Officer concerned and Area Forest Officer shall certify the extent of damage and casualties) which are beyond the control of the contractors.

14.0 The contractor at his own cost make / form and maintain whatever temporary arrangements, that he may require for bringing any material or equipment to the work, or arrange for hutment or camping of his labour and staff including sanitation of the Locality and no extra charge will be allowed or paid by the SCCL on account of any such arrangements.

15.0 The Company shall not be responsible for any accident occurring to his workmen or any other person during the progress of the work. The company will not be liable to pay the compensation to the workmen employed in the execution of the work by the contractor under Workmen Compensation Act. The contractor should also comply with all safety regulations as per the Mines

Act in force.

16.0 Company shall not pay any compensation what so ever towards idleness of contractor's labour and equipment etc.

17.0 The Contractor shall arrange required tools and equipment for execution of the work.

18.0 The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from damage or loss arising in connection with the contract. He shall make good such damages or loss except such as caused by agents, or employees of the owner in the interests of the Company. He shall provide and maintain all facilities for protection, as required by local condition.

19.0 SUB-CONTRACTS: No work forming part of this contract work is to be subleased by the Contractor.

20.0 If the contractor is required to supply daily labour for any work not provided in the estimates, he should do so on an order from the General Manager or his authorised representative in writing and must see that muster rolls maintained by him are duly verified at once by an agent appointed by the CGM/ GM otherwise claims subsequently preferred by the contractor in absence of this verification will not be admitted. Payment for all such supply of labour on muster basis will be made at schedule rates.
All labour employed on muster basis or employed on contract basis shall be deemed as Contractor's staff and no benefit granted to colliery labour shall apply.

21.0 It is the responsibility of the contractor to indent for the fertilizers as per schedule and pesticides as and when required for application in-site under the supervision of Forestry staff.

22.0 **WATER AND POWER:**

22.1 Wherever watering is to be done to the plants, water source shall be provided by the Company at available places at free of cost. However, in case of any unexpected breakdowns in water supply, the contractor shall make his own arrangements for watering the plants at short notice at the Company's approved rates as on the date.

22.2 Whenever electrical equipment is to be used, the power supply will be arranged by the Company at free of cost. The contractor should ensure safety of the operators. However, the company is not responsible for any failure in its supply and contractor cannot claim any damages on account of the same.

23.0 CORRELATION WITH OTHER AGENCY OR CONTRACTOR: During the period of contract, if any special jobs are required to be done through any other agency or through the department, the Contractor will have to co-ordinate his activities with those of the other agency or department.

24.0 INSPECTION OF WORKS: The CGM/GM and his authorised representative shall at all times have access to the work whether it is in preparation or progress and the contractor shall provide proper facilities for such, access and for

inspection. Inspections required by the specifications shall be promptly made by the CGM/ GM or his authorised representative and where practicable at the source of supply.

25.0 ALTERATIONS AND ADDITIONS TO WORK: The CGM/ GM or his authorized representative with out invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the work, the payment on this account being adjusted accordingly. All such works will be executed under the conditions of the original contract except that any claim for extension of time caused there by shall be adjusted at the time of ordering such a change.
Claim for such an extra work or change shall however be supported by a written order, from the CGM/ GM or his authorised representative.

The value of such extra work or change by way of addition or deduction shall be determined on the basis of tendered rates of the contractor applicable to actual measurements as certified by the authorised representative of the CGM/ GM. In items where tendered rates are not applicable the value of work shall be determined on the basis of actual working cost as determined and approved by the CGM/ GM before starting the work.

26.0 CLAIM FOR EXTRA WORK: If the contractor claims that any instructions by drawings or otherwise involve extra cost beyond this contract, over his tendered rates he shall give a written notice to the 'Company' within a reasonable time and in any event before proceeding to execute the work. No such claim shall be accepted unless so made.

27.0 DEDUCTIONS FOR UNCORRECTED WORK: If the CGM/ GM or his authorised representative deem it expedient to correct work which is not done in accordance with contract, as equitable deduction base on the method of computing the value of the work in Article 10 above , shall be made from the Contractor's bills.

27.0 The contractor should remove all the temporary sheds and other structures erected by him for execution of work as soon as the work is completed and the used site should be leveled and restored to original condition at his cost otherwise the final bill will not be released.

29.0 MEASUEMENT OF WORK:

29.1 The quantities indicated for the purpose of calling tenders is only approximate and therefore the payment will be restricted to the actual quantities after due measurements.

29.2 The contractor shall attend joint inspection of the work being carried out by him whenever required by the Company authorities.

29.3 It is the responsibility of the contractor to sign in the measurement book on completion of each item of work and on being recorded in the Measurement Book.

29.4 Measurement of the work done will be made according to the progress of the work and the same shall be valued according to the awarded rates

29.5 The contractor shall provide all assistance required by the CGM/ GM or any person deputed by him, in making out or measuring the work, all stacks, pegs, lines and all other apparatus that may be required and the contractor is to execute the above at his own cost and charges.

30.0 **MEASUREMENTS, PAYMENTS, ADVANCE AND DEPOSITS:**

30.1 Measurements of the work done will be made as per payment schedule or later according to the progress of the work, by the authorised representative of the CGM/ GM or his staff, and the same will be valued according to the schedule of rates.

30.2 But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed., and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and redone, or be considered as on admission of the due performance of the contract or any part thereof, nor shall it in any way vary or affect this contract or the powers of the CGM/ GM or his authorised representative.

30.3 The contractor shall not be entitled to interest upon any payment, in arrears or upon and balance which may on the final settlement of his account be found due to him.

30.4 Subject to Clause No.30.2 above, payments will be released as per the payment schedule for different works given at **Annexure B.**

30.5 All applicable Central and State Government taxes and royalties and works contract taxes will be deducted at source as per the direction of the Government from time to time from the bills of the contractor as detailed in clause No. 31

30.6 If the executed quantities exceed the estimated quantities, payment shall be restricted to the approved quantities and payments for the excess quantities will be released after due approval of the competent authority.

30.7 Amounts due to the company from the contractor, if any will be recovered from the contractor's running or final bills or any amounts due from the company.

31.0 ROYALTIES, RENTS, TAXES, PERMITS AND LICENCES:

31.1 The quoted offer must include all types of state and central taxes and duties etc., including VAT on works contract and Seigniorage/Royalty charges.

31.2 The contractor shall pay all royalties, rents, taxes, and license and permit fees etc. Permits and licenses of a temporary nature necessary for the execution of the work shall be secured by the Contractor.

31.3 SCCL does not have any quarry lease for Sand etc., It is the contractor's responsibility to get necessary permits directly from the Government and procure the materials of Good quality as approved by the Department. The contractor shall be responsible to produce documentary evidence for having paid the Seigniorage Fee and Cess to the Government as otherwise the Seigniorage Fee and Cess will be recovered from the bills and paid to the Government as per the charges and Cess prescribed by the Government from time to time.

31.4 The Seigniorage/Royalty charges on minerals applicable as on date are given below:

Sl.No	Name of the Minor Mineral	Rate of Seigniorage Fee
1.	Murram/Gravel/Ordinary earth	Rs. 20/- (Rupees twenty) per Cubic Metre.
2.	Ordinary sand	Rs. 36/- (Rupees thirty six) per Cubic Metre.

Subject to clause (31.6), any increase in Seigniorage/Royalty charges during the execution of the contract shall be reimbursed by SCCL.

31.5 VAT on works contract will be recovered at source as per section 22(G) of the APVAT Act 2005 as amended from time to time from the bills of the contractor. At present, 5% is to be deducted from the contractor's bills at source.

31.6 Any increase in Seigniorage/Royalty charges after expiry of the original due date of completion as per contract shall be to the contractor's account.

31.7 Any advantage accrued to the contractor due to reduction in Seigniorage/Royalty charges during the period of contract shall be passed on to SCCL.

31.8 As per APVAT Act 2005, every contractor who is doing works contract shall register him self as a dealer under the APVAT Act or otherwise he is liable for penalty. The Tenderer should invariably quote TIN number as per APVAT Act, otherwise the Company has the right to reject the application/tender summarily.

32.0 **TIME WITHIN WHICH CONTRACT IS TO BE COMPLETED:**

32.1 Time is essence of the contract.

32.2 The contractor shall satisfactorily execute and complete the work in strict accordance with the plans, specifications enclosed herewith and instructions issued by CGM/ GM or his authorised representative from time to time and execute the work within the period as per the schedule of operations give by the Company at the time of concluding the Agreement for completing various items of work given in schedule of quantities.

32.3 If the contractor fails to execute the work within the stipulated time or fails to show substantial progress as per the schedule of operations give by the Company at the time of concluding the Agreement on various items of work given in schedule of quantities, the SCCL is at liberty to order the contractor to discontinue the work forthwith and to get the balance work executed at reasonable rates through any other agency but at the contractor's cost and also to recover liquidated damages from the contractor's bills

32.4 If the contract be delayed at any time in progress of the work by any act or cause beyond the contractor's control or by delay authorised by the CGM/ GM or his authorised representative, then the time of completion shall be extended for such reasonable time as the CGM/ GM or his authorised representative may decide.

33.0 **OWNER'S RIGHT TO DO WORK:** If the contractor neglects to execute the work properly or fail to perform any provision of this contract, the CGM/ GM or his authorised representative after one day written notice to the contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment, due to the Contractor (provided that the CGM/ GM or his authorised representative shall approve both such action and the amount charged to the contractor).

34.0 **OWNER'S RIGHT TO TERMINATE CONTRACT:** If the contractor fails to abide by the conditions of contract, if he should persistently disregard the instructions of the CGM/ GM or his authorised representative or if he should be adjudged bankrupt or if he should make a general assignment for the benefit of his creditor, then the CGM/ GM without prejudice to any other right of remedy and after giving the contractor Seven days written notice, terminate the contract and take possession of the premises and of all materials etc., and finish the work by

whatever method he may deem fit. The Contractor will be responsible for all losses and damages incurred by the SCCL in this respect

35.0 The CGM/ GM also reserves the right to terminate the contract at any stage or suspend the work without assigning reasons if in his opinion, it is considered necessary to do so. On receipt of such notice the Contractor shall submit within 24 hours of receipt of the notice at site a complete list of his commitments for settling the same by the company within a period of one month. The CGM/ GM may allow up to a maximum of 7 days after issue of the notice for continuing the work to enable using up by the Contractor as far as possible the materials at site or in transit.

36.0 **REPAIRING DAMAGE BY CONTRACTOR:** The contractor shall promptly remove from the premises all materials condemned by the CGM/ GM or his authorized representative as failing to conform to the contract, whether incorporated in the work or not, and the contractor shall promptly replace and re-execute his work in accordance with the contract and without expense to the Company.

37.0 **ACTION WHERE NO SPECIFICATION:** In the case of any item of work for which there is no mention in the Forest Schedule of Rates / Company SR, the work shall be carried out in all respects in accordance with the instructions and requirements of the CGM/ GM or his authorised representative.

38.0 **APPLICATION OF VARIOUS ACTS AND OTHER LABOUR LEGISLATIONS**: It shall be the responsibility of the Contractor to strictly adhere to all the requirements under the various labour laws and other enactments as may be applicable to the work and labour from time to time including the following.

38.1 It is mandatory for the contractor to comply with the provisions of the Coal Mines Provident Fund scheme or Employee Provident Fund scheme as applicable to the contract labour engaged in the subject work and accordingly, the contractor shall have applied for registration with Asst./ Regional Provident Fund Commissioner and obtained an independent Provident Fund code number allotted by the Asst./Regional Provident fund commissioner.

38.2 Responsibility of the contractor to implement provisions of Minimum Wages Act: The contractor shall pay minimum wages to his workmen as prescribed by the State Government from time to time under the Payment of Minimum Wages Act ,1948. It shall be the responsibility of the contractor to quote his rates to the present work taking future enhancement of minimum wages by the State Government while submitting his quotation. The contractor is not entitled to claim any compensation from the Company due to enhancement of minimum wages during the subsistence of the contract and its extended period.

39.0 **BRIBES ETC.** The Contractor or any one on his behalf shall not canvas, pay, give or offer reward of gratuity to any employees of S.C.Co.Ltd., or else the General Manager will be at liberty to cancel the contract and forfeit the EMD lodged with his tender.

40.0 Company employees should not participate in the tenders either directly or indirectly. If it is found at a later stage that the contractor is a Company employee, the contract will be terminated by forfeiting his deposits and all the

money due in performance of the works besides initiating disciplinary proceedings as per Company's standing orders

41.0 **LIQUIDATED DAMAGES FOR LATE EXECUTION, POOR GROWTH AND LESS SURVIVAL:**

41.1 The works have to be carried out strictly as per schedule and executive instructions given by Area Forest Officer. For any non-performance / delay in execution of the works, the contract will be terminated by forfeiting his deposits and withholding the payments to the extent the work is sub-standard or incomplete. SCCL shall arrange for completion of the balance works by engaging an alternate contractor/ other sources at the risk and cost of the contractor. Any additional cost incurred by the SCCL in this respect will be recovered from the pending bills of the original contractor. In such case, the original contractor will be debarred / blacklisted from participating in the future works in the Company.

41.2 The plantation and horticultural works are strictly time bound and any delay affects the survival and growth of plants. If the contractor fails to complete the work within the stipulated period or fails to show the survival percentages as per the agreement, he is liable to pay the liquidated damages, not as penalty as per **Annexure C.**

41.3 Such liquidated damages will be deducted from the bills payable to the contractor.

41.4 For arriving at survival percentages, the plants with specified height and growth as indicated in the payment schedule in **Annexure B** only shall be considered as survivals and mere existence of the plants will not qualify for payment.

41.5 The contractor has to show at the end of the 1st year maintenance, a minimum survival of 90% plants in case of Block plantations and 80% plants on OB dump plantations. In case of contracts from 2nd year maintenance onwards, the contractor has to show, at the end of the contract period survival of all the plants handed over to him at the beginning of the contract. In case of Avenue and Horticultural plants, 100% survival should be shown during the entire period of contract.

41.6 Whenever survival percentages fall below the percentages mentioned in clause (d) above, due to poor maintenance by the contactor or thefts of the plants/ trees due to insufficient protection provided by the contractor, liquidated damages shall be recovered from him as per **Annexure C**

41.7 The contractor should submit his enumeration list at specified time and also invariably at the end of the contract period for verification by the Area Forest Officer. The contractor should be present at the time of verification and sign the verification report. In case of failure by the contractor to do so, survivals will be decided by the Company based on the verification report of the Company officers attested by two witnesses and the same will be binding on the contractor.

41.8 In case of less survival due to reasons beyond the control of the contractor covered under Force Majeure conditions or because of the damages caused by the Company's activities with due certification thereof from the Company's officers, the amount spent by the contractor till the date of damage shall be paid and the damaged plants/ quantity will be deducted from the planting stock for that contract after certification by the Area Forest Officer with due justification.

42.0 SETTLEMENT OF DISPUTES:

Any dispute or difference of opinion arising between the CGM/ GM or his authorised representative and the contractor in respect of the drawings, specifications , measurements, manner of executing or anything connected with the work, not specially provided for herein under the specifications or in respect of the meaning of any clause of these General conditions shall be adjudicated by the arbitrator nominated by C&MD., of SCCL for the disputes costing up to Rs.50,000/- and shall be binding on all parties without any reference or appeal to any other person whatever.

However, the claims above Rs.50,000/- in value shall be decided by 'CIVIL COURT' of competent jurisdiction and not by arbitration.

The parties raising the dispute shall request the C&MD of the Company to nominate an Arbitrator. If C&MD of the company does not nominate an arbitrator within one month of receipt of notice, the arbitration agreement automatically lapses. The parties have to approach 'CIVIL COURT' of competent jurisdiction for deciding the claims.

43.0 **DETAILED SPECIFICATIONS & SPECIAL CONDITIONS**

43.1 **Clearance Of Miscellaneous Growth:**

The weed growth should be cut to the ground level. All the cut growth should be either burnt or dragged outside the plantation site and the site should be kept clean.

43.2 **Uprootal Of Stumps:**

43.2.1 The contractor should uproot mechanically all the stumps. All the uprooted material should be taken outside the plantation area at his cost.

43.2.2 For uprootal, the excavators of 90HP and above capacity with 0.90 cum bucket should be used.

43.2.3 Left over stumps, if any, after mechanical uprootal shall be uprooted manually, the resultant pits due to such uprootal of stamps shall be filled up with the soil.

43.2.4 All the stumps shall be uprooted to a minimum depth of 45 cms.

43.2.5 Entire area demarcated for raising the plantation and handed over to the contractor shall be uprooted with out leaving any gaps excepting such patches/areas which are identified and demarcated on the ground.

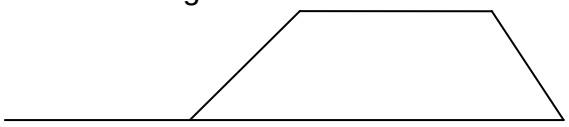
43.2.6 The area for uprootal should be inspected before submitting the quotation. No complaints or objection what so ever will be entertained once the tender is submitted.

43.3.0 Digging Cattle Proof Trench & Staggered Contour Trench:

43.3.1 The cattle proof trenching should be done strictly according to the specifications and dimensions prescribed in the schedule with poclines only.

43.3.2 The embankment should be made neatly and as per the specifications and dimensions prescribed in the schedule, failing which 20% of the executed value will be deducted from his bills.

43.3.3 The design and specification of the trench is given below





Top width-2.0M , Bottom width-2.0M, Depth-2.0M, Gap between trench and mound-1.0M

43.4 <u>Ploughing And Inter Ploughing</u>:

43.4.1 Ploughing and inter-ploughing should be carried out with heavy-duty tractor of 45 HP and above capacity fixed with 3-disc plough/FMB as directed by Area Forest officer

43.4.2 Direction of ploughing should be across the slope.

43.4.3 Ploughing should be carried out to a depth of 30 cm in the soil in the straight lines over the entire plantation area in an orderly and regular fashion, excluding those patches marked out.

43.4.4 The Company reserves the right to stop ploughing, if it is found that the moisture in the soil is insufficient resulting in unsatisfactory ploughing.

43.4.5 The intending tenderers may inspect the plantation area referred in the schedule, in advance by contacting the Forestry Dept.before filing tenders. No complaints or excuses will be entertained in this regard pertaining to nature of land, soil, vegetation or hardship once the tender is accepted.

43.4.6 The extent of area shown in schedule is only tentative for indicating the approximate extent of area to be ploughed.

43.4.7 Interploughing, should be carried out leaving a space of 0.50 M on either side of planting row without causing damage to the plants.

43.4.8 If any plants damaged in the course of ploughing, the amount as assessed by the Company will be recovered from the contractor. In case of any disputes the decision of Area C.G.M / G.M is final and binding on the tenderer.

<u>43.5 Nursery</u>

43.5.1 The seedlings should be grown to a minimum height of 60cm to 1 mt by june for the new stock except for the slow growing species like Feronia, Pongamia, mahua, Ornamental plants etc., and the plants which have been dibbled/ transplanted late as per executive instructions of the officer concerned in writing. The seedlings should be sturdy, healthy, erect with vigorous growing tips and sound root system *i.e.,* devoid of coiled, damaged, decayed, injured and protruding roots or rootlets. The polybags containing seedlings should be free from damages, tearings etc., with ball of earth intact to the brim of the bag, compact, erect, elastic, clear of weeds with roots firmly entrenched in ball of earth. Payment will not be made for the seedlings, which are not grown to these specifications.

43.5.2 The contractor should protect the structures and fixtures like watchman shed, workers rest shed, over head tanks, sumps, pipelines, electrical power lines, barbed wire fencing, drainage , trees etc. ,existing in the nursery. Damages to these structures and fixtures if any will be assessed and the cost will be recovered from the bills of contractor.

43.5.3 The contractor shall arrange for cleaning the surroundings of the nursery as and

when required or as per the directions of nursery in charge. The internal roads, inspection paths, sumps etc., in the Nursery should also be maintained clean, free of weed and other misc. growth. The whole nursery area including garden and its surroundings should be maintained free from unwanted growth, weeds, shrubs etc.,

43.5.4 The contractor should stack the sieved material like Farm Yard Manure, Red earth, sand and get it checked by the officer in charge before filling in the bags. The residual material should be disposed immediately out of the nursery site.

43.5.5 The contractor should arrange for issue of the seedlings as per challans issued by the Nursery in charge or his/her authorized representative during the period of his contract. The contractor should give the account of seedlings distributed from the Nursery at the time of final bill.

43.5.6 It is the responsibility of the contractor to sign in the measurement book every month or as and when required by the nursery in charge.

43.6 Extraction Of Plantations:

43.6.1 No trees other than those shown by the Area Forest officer or his representative shall be cut.

43.6.2 All the felled material should be cut in to required sizes with saw only.

43.6.3 Any timber should not be taken outside the plantation area without proper documents issued by the Company.

43.6.4 The Contractor should bring his own tools and implements.

43.6.5 All the standing growth or felled material should be protected by the contractor. Any theft or loss of material due to not taking sufficient protection measures will attract the penalty of 5 times the market value of the produce as decided by the Advisor(Forestry).

43.6.6 All the material loaded in to the vehicles at the plantation site should be handed over at the destination without any damage or loss to the material and proper acknowledgement from the receiving stores should be submitted for getting payment.

43.6.7 Coppice cutting operation should be carried out as indicated in the schedule.

43.7 <u>Supply Of Seed, Agave Suckers and Grass Slips:</u>

43.7.1 The material should delivered at nursery site with due acknowledgement.

43.7.2 The payment will be made after germination test of seed.

43.7.3 Supplied seed should be fresh, viable, sound and free from other inert material. Stylo hamata seed should be fresh and dehusked without any soil contents.

43.7.4 Seed should be supplied as per delivery schedule.

43.7.5 Agave suckers should be of minimum 2.5 Cm thickness.

43.7.6 Agave suckers should be stacked in the site shown in lots of 10,000 Suckers.

43.7.7 Vettiver/Grass slips should be cut to a height of 25 cm long; 2.5 Cm wide at collar with thick tuft of roots of 2.5 cm long.100 vettiver slips are to be bundled as one unit.

43.8 <u>Horticulture Works</u>:

43.8.1 The Lawn should be free of weeds, uniform, free of lumps and also free of bare or marshy patches. It should be lush green and fully covered.

43.8.2 The hedge and edge should be evenly thick from top to bottom and from end to end. It should be healthy and free from pest attack and weeds.

43.8.3 The ground cover should be healthy, weed free, fully covered and vigorous.

43.8.4 The ornamental and pottered plants should be healthy, show good growth and free from pests and diseases.

43.8.5 The contractor shall arrange at his own cost the suggested tools and implements in his stock in working conditions for day to day as per the list given below for horticultural works. Lawn Mower, Watering cans, Spades, Khurpies, thatties, Hedge shear, Secateurs, Shovel, Grass shear, Crowbars, Sprayers, Hose pipes, hand weeders etc. The above mentioned list is an indicative only and not exhaustive. The requirement may vary as per site requirement.

43.8.6 If the contractor uses the Company's implements like lawn mower or sprayer, the following hire charges will be recovered from the bills:

i) Electrical lawn mower : Rs. 50 per day or part there of
ii) Hand mower : Rs. 25 per day or part there of
iii) sprayer : Rs .20 per day or part there of

However, the contractor should not claim such facility as a matter of right. Company may spare such implements based on availability or deny the same due to non-availability or any other reason which need not be disclosed to the contractor.

43.8.7 The contractor shall be responsible to do the maintenance work on all the days through out his contract period. In case work has not been undertaken on any day , the penalty will be imposed as per **Annexure C.**

43.8.8 If the contractor fails to maintain lawn, potted and ornamental plants, hedge, edge, ground cover etc., in good condition and any mortality to the same, the contractor shall pay compensation for the same at the rate of one and half times the cost of restoration work.

43.8.9 The contractor will be supplied with water for gardening work free of cost at suitable water points provided as per Company's convenience. However, the contractor will have to make his own arrangements for those pipes etc., If needed provision will be made in the estimate. SCCL does not guarantee the uninterrupted supply of water and in case of any interruption of such supply, the contractor shall be responsible for making alternate arrangement for watering.

43.8.9 The maintenance operation has little time gap depending on the growth and climatic factors. Therefore, there may be more frequency in certain operations like mowing, weeding etc., during rainy season. Though the operations are mentioned as number of times/month, no extra money will be payable for more frequency. The objective is to keep the garden in clean, growing and tidy condition.

43.8.10 No payment will be made for superficial arrangement of polybag plants in the name of garden even in emergency situations.

43.9 **Supply and protection of the Plant material**.

43.9.1 The plants listed in the schedule only should be supplied, unless otherwise modified by the Area Forest Officer, as per the specifications. Height of the plant is measured from the tip of the bag or pot.

43.9.2 The cost of the plant material includes loading, transportation to the site, unloading etc., Transit losses or damages to the plants shall have to be borne by the contractors.

43.9.3 Only conditioned and healthy seedlings will be accepted. The seedlings should stand erect without stake (for other than creeping varieties).

43.9.4 The grass should be weed free, length of the leaf blade should not be more than 2 inches from the top of the soil base.

43.9.5 The Company will demarcate and hand over the site to the contractor and also provide water supply. The contractor has to make his own arrangements for tools and implements like crowbars, spades, hosepipes, sprayers etc., and the required Labour.

43.9.6 He has to make his own arrangements for safeguarding the plants during the maintenance period.

44.0 **Definitions.**

44.1 The contract documents consist of the Agreement, the General Conditions of Contract, the Drawings and specifications including all modifications thereof incorporated in the documents before their execution and the programme of work. These form the contract.

44.2 The contractor and the CGM/ GM or his authorised representatives are those mentioned as such in Agreement; they are treated throughout the contract documents as if each were of the singular member.

44.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or to member of the Firm or to an officer of the corporation for whom it is intended or if delivered to or sent by registered post to the last business address known to him who gives the notice.

44.4 The term "Work" of the contractor includes labour or material or both.

44.5 All the time limits stated in the Contract Documents are of the essence of the contract.

44.6 The existing laws in the area where the contract work is undertaken will be applicable to the Contractor.

44.7 "Company" or S.C.Co.Ltd., means, the Singareni Collieries Company Limited, P.O. Kothagudem Collieries represented by the CGM/ GM, _____area.

44.8 CGM/ GM means the officer Employed by the Singareni Collieries Company Limited, incharge of the _____area of The Singareni Collieries Company Limited.

44.9 Authorised representative of the CGM / GM means the Area Forest Officer or any other officer nominated by the CGM / GM.

44.10 "Owner" means the CGM/ GM of S.C.Co.Ltd, _____ area.

ANNEXURE - A

SCHEDULE AND CALENDER OF OPERATION:

	Description of work	**To be completed by**
	PLANTATIONS	
1	Clearance of misc. growth Evenly spreading, burning etc	March to May
2	Uprooting of stumps	March to May
3	Digging of cattle-proof trench	March to May
4	Ploughing	June
5	Pitting	June
6	Planting the seedlings in pits	June or first week of July depending on progress of Monsoon.
7	Sowing of seeds on OB dumps	June - July
8	Replacement of causalities in the raising year of the plantation	First week of August
9	Replacement of casualties during	June or July depending on progress

	first year maintenance	of Monsoon
10	Soil working to the seedlings	November/December (if it is one operation), September and December (if there are two operations).
11	Enumeration of planting points 100%	August (after completion of planting)
12	Enumeration of survivals 100%	November/December after soil working to seedlings
13	Enumeration for height 5% at random	November/December
14	Enumeration of survivals Summer season	15th June
15	Inter ploughing	June-July and November- December (if two operations are provided) September- October (if one operation is provided).
16	Brushwood/barbed wire fencing	June
17	**NURSERY**	
A	Preparation of nursery site and sowing of primary beds	
B	Procurement of polythene bags	
C	Collection and preparation of soil mixture	Nursery development is a continuous process.
D	Filling of bags	
E	Transplanting into bags	
F	Dibbling of seed directly into bags	
G	Replacement of causalities in the bags	
H	Shifting and Grading	
18	PARKS & GARDENS:	
A	preparation of site	As instructed by the officer incharge
B	Planting	
C	Maintenance	

ANNEXURE -B

PAYMENT SCHEDULE

1. Clearance of Misc. Growth:
One intermediate payment after completion of 50% of the work and final payment to the extent of work done will be made after completion of work to the satisfaction of Forestry Officer.

2. Uprootal of Stumps:
One intermediate payment after completion of 50% of the work and final payment to the extent of work done will be made after completion of work to the satisfaction of Forestry Officer.

3. C.C.P.T.& S.C.T:
One intermediate payment after completion of 50% of the work and final payment to the extent of work done will be made after completion of work to the satisfaction of Forestry Officer.

4. Ploughing & Inter Ploughing:
Full and final payment to the extent of work done will be made after completion of

work to the satisfaction of Forestry Officer.

5. **Seed Sowing & Agave Planting:**
In case seed sowing and Agave planting is awarded separately, 1st 50% payment after sowing & satisfactory completion of work and balance after certification by mine authorities
on performance.

6. **Seed Supply:**
Full and Final payment after the total supply of seed ordered and germination test of the supplied seed.

7. **Supply Of Agave Suckers & Vettiver Slips :**
Full and final payment after the total supply of Agave suckers and grass slips.

8. **Horticulture Works:**
Payments once in two months after specific certification of each item of work by the Area Forest Officer.

9. **Nursery:**
First payment after completion of bag filling. Two subsequent intermediate payments will be allowed for the promising seedlings as per height and growth conditions. Final payment after completion of contract to the satisfaction of the Area Forest Officer.

10. **Afforestation Works: Payments shall be made at least once in two months for the quantum of work done. All the works are to be check measured as and when completed and duly recorded in the M.book as well as the Journal.**

ANNEXURE C

LIQUIDATED DAMAGES

I. AFFORESTATION WORKS:

A) Delayed/ Incomplete execution:

If the contractor fails to complete the work within the stipulated period, he is liable to pay liqui- dated damages, for such delay, not as penalty @ 1% per week on the value of contract left incomplete subject to maximum 10% of the total contract value.

Liquidated damages will be imposed on the total value of the contract unless 75% of the value of the contract is completed within the agreement period. Where 75% of the contract value has been completed within the agreement period, liquidated damages will be imposed on the value of the work left incomplete on the due date. However where in judgment of the company, the partly done work does not fulfill the operating need, liquidated damages will be imposed on full value of the work.

B) Poor survivals:

i) Eucalyptus clonal & Misc. plantation: (By the end of the 1st year Maintenance)

Sl. No.	Survival %	Liquidated damages

1	85.1 –90	1% of total executed value in addition to the cost of planting material below the 90% limit.
2	80.1 - 85	2 % of total executed value in addition to the cost of planting material below the 90% limit.
3	75.1- 80	3% of total executed value in addition to the cost of planting material below the 90% limit.
4	70.1- 75	5% of total executed value in addition to the cost of planting material below the 90% limit.
5	60.1- 70	10 % of total awarded value in addition to the cost of planting material below the 90% limit.
6	<60	10 % of total awarded value in addition to the cost of planting material below the 90% limit plus forfeiture of deposits and debarring contractors.

ii) **Subsequent years maintenance of eucalyptus clonal & Misc plantations**: ,

The contractor should show survivals of not less than 95% of the plants handed over to him.

In case of survivals less, the following liquidated damages will apply:

Year of maintenance	**Cost per plant to be recovered**	
	Euc.clones	Other species
2nd year	Rs 25	Rs 15
3rd year	Rs 50	Rs 25
4th year	Rs 75	Rs 35
5th year	Rs 100	Rs 50
6th year	Rs 125	Rs 70
7th year	Rs 150	Rs 90
8th year	Rs 200	Rs 100
9th year onwards	as per actual volume and market rates as approved by Advisor(Forestry)	

iii) **Avenue Plantations:**

Survivals should be 100%. The plants with the specified height and growth conditions only will be taken as survivals.

C) Less average height:

In case of less average height of the plants at the end of the contract period than the specified height condition, the following liquidated damages will apply:

a) upto 0.5 mt less average height … 1% of executed value of the contract
b) 0.5 mt to 1 mt less average height … 2% of executed value of the contract
c) more than 1 mt less average height … 5% of executed value of the contract

These height conditions may be relaxed for ornamental and other slow growing species at the discretion of Regional Forestry Officer.

II. HORTICULTURE WORKS:

Liquidated damages for violation of contractual obligations in case of Horticultural works

Sl. No	Nature of violation	Liquidated damages recoverable from the Contractor
1	Failure to remove weed growth as and when required or as instructed by Area Forest Officer	The contractor shall be responsible for all the works that are to be carried out during the maintenance and if any neglection is found during the contract/maintenance period, a minimum of 2% to 10% of the profit of the agency will be levied as penalty for each violation.
2	Failure to take up mowing/pruning as and when required or as instructed by Area Forest Officer	
3	Wilted/dry/unhealthy appearance of lawns/ plants due to less/no watering	
4	Failure to take up fertilizer/pesticide application as per schedule or as instructed by Area Forest Officer	The contractor shall be responsible for all the works that are to be carried out during the maintenance and if any neglection is found during the contract/maintenance period, a minimum of 2% to 10% of the profit of the agency will be levied as penalty for each violation.
5	Delay in land preparation beyond the scheduled time	
6	Causalities of plants(or) gaps in lawns	