



**Sardar Vallabhbhai Patel National Police Academy,
Hyderabad**

Request for Proposal (RFP)

for

**HARVESTING OF SUBABUL/GLYRICIDIA/EUCALYPTUS
TREES, UN-EARTHING OF STUMPS AND CARRYING AWAY
OF HARVESTED WOOD OF SVPNPA, HYDERABAD**

RFP REF NO: 12107/HK-5/2020

Date: 23/04/2020

Website: <http://www.eprocure.gov.in>

**SARDAR VALLABHBHAI PATEL NATIONAL POLICE ACADEMY
(Government of India : Ministry of Home Affairs) Hyderabad – 500 052**

**OPEN TENDER
(e-Tender)**

1. SVP National Police Academy, Shivrampally, Hyderabad, invites **e-bids** for **Harvesting of Subabul/Glyricidia/Eucalyptus trees, un-earthing of stumps and carrying away of harvested wood.**

2. Salient features of the tender enquiry are as follows:-

Name of work:	Pulp wood: Harvesting of Subabul/Glyricidia/Eucalyptus trees, un-earthing of stumps and carrying away of harvested wood.
Name of the District	Hyderabad
Name of the Plantation site	Site-B of Sardar Vallabhbhai Patel National Police Academy
Unit No	Not Applicable
Work Completion Period	In 4(four phases)
Area in Ha	60 Hectare (Approximately)
Total MTs	1500 (Estimated)

3. Interested bidder can download the tender document from CPP Portal (www.eprocure.gov.in) and bid can only be submitted through the same website. Bid submitted other than CPP Portal will not be accepted. Important dates related to this tender are furnished below for information.

S.No.	Particulars	Date	Time
1.	Date of online publication of tender	23/04/2020	1600hr
2.	Starting date for downloading Tender document	23/04/2020	1605hr
3.	Bid submission starting date	23/04/2020	1610hr
4.	Bid submission closing date	14/05/2020	1200hr

5.	Closing date & time for submission of original copies of EMD	14/05/2020	1700hr
6.	Opening of technical bids.	15/05/2020	1300hr

4. The Eligible bidders should have the valid digital signature certificate (DSC) issued from any agency authorised by Controller of Certifying Authority (CCA), Govt. of India.

5. Bidders can access and download the tender documents from CPP Portal and can fill them with all relevant information and submit the completed tender document online on the website: <http://www.eprocure.gov.in>. The downloading of tender documents shall be carried out strictly as provided on the website. No editing, addition, deletion of matter shall be permitted. If such action is observed at any stage, such tenders are liable for outright rejection.

6. Tender shall be submitted online only at CPPP website. Bidders are advised to refer the Bidders manual kit for e-submission of the bids online through the Central Public procurement portal available at the website: <http://www.eprocure.gov.in>. Aspiring Bidders/ Suppliers who have not enrolled/ registered in e-procurement should enrol/register before participating through the website <http://www.eprocure.gov.in>. The portal enrolment is free of cost.

7. Tenders are invited by the undersigned from interested bidders for the following works in e-procurement mode.

Sl. No	Name of the Division	Name of Work	Name of the Plantation & Area and Approx. Qty Pulp wood	EMD Rs.
1	Hyderabad	Harvesting of Subabul/ Eucalyptus/ Gliricidia trees, and removal of stump from the ground, so that there will not be any coppice and carrying away of harvested wood from the Academy premises.	Site-B, SVPNPA Total 60 Ha 1500 MTs (Approximate units)	INR 1,50,000/-,
Period of contract is one month (30 days) for each phase				
Phases	Duration	Area for Harvesting (Approximate)		
Phase 1	May-June (Year 2020)	15 Ha		
Phase 2	September-October (Year 2020)	15 Ha		
Phase 3	May-June (Year 2021)	15 Ha		
Phase 4	September-October (Year 2021)	15 Ha		

1. The tender shall be in two parts namely Technical bid and Financial bid. Technical bid shall contain documents in support of Earnest Money Deposit (EMD) and other relevant documents. In Financial bid, the bidders should quote their rates as listed above and as per format given in e-portal. **The bidders who qualify in the Technical Evaluation only will be considered for Financial bid evaluation**, on approval of competent authority. **The documents to be accompanied with the bid are given in the Statements/Annexure attached to this notice.**
2. Interested bidders should participate by uploading relevant documents in e-portal along with the EMD as mentioned, which shall be paid by fixed deposit/bank guarantee of any commercial banks/Challan generation through any Nationalized bank in favour of Director, Sardar Vallabhbhai Patel National Police Academy, Hyderabad. The EMD submitted shall be valid for 45 days beyond the final valid validity period.
3. The tenderers are allowed to submit the bids from the date of publishing of the tender notice as per the above schedule. The **Technical Bid** of the tender will be opened on the same day **followed by financial bid opening within a week from the opening of Technical Bid**, in the Office of The Director, SVPNPA, Hyderabad. However the date of Financial Bid opening may vary, depending on the Technical Evaluation and finalization of the qualified bidder/tenderer.
4. The bidder shall 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 mislead the Director, SVPNPA.
5. Technical bid will be opened on the due date. The financial 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. 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.
6. **The Successful bidder will be deduced on overall highest rate quote per M/Ton. As such the bidders may quote rate per M/Ton exclusive of GST. GST and other taxes if any applicable should be quoted exclusively besides base rate per M Ton.**
7. The Earnest Money Deposit will be refunded to the unsuccessful tenderer within 15 days of finalization of the H1 tenderer. The EMD collected from the successful bidder will be refunded on submission of the performance security bond/ security deposit.
8. The SVPNPA reserves the right to cancel/ withdraw whole or part of the above mentioned works without assigning any reason what so ever.

9. The SVPNPA employees should not participate in tenders either directly or indirectly.

10. 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.

11. Though registration certificate is shown as mandatory in documents required screen, the same is not applicable for this work, as registration on e-procurement platform itself is considered adequate

12. In the Pre Qualification stage, the following parameters are applicable for this work:-

- a. Key critical equipment like Proclaim Excavator, Tractor, Diesel or Electric Saw.
- b. Previously executed works
- c. Work done as a prime tenderer
- d. Key personnel like supplier, drivers, supervisors etc.
- e. Works in hand / Tendered details.
- f. Eligibility criteria(The Tenderer should have successfully completed atleast one similar work of atleast 1000 metric tons in the last 3 years)

13. The Assistant Director, SVPNPA, may be contacted for more details. Phone No.+91-9400988268.

14. The bidders may contact the following officials for inspection of the plantation, on any official working day.

Name of the Official	Contact No.
Sh.SurenderKumar,AC	9461258797/04024234439
Sh. Sudanshu Kumar, Inspector(works)	9463454862
Sh. Abdullah khan,SI(Horti)	9494833599

15. Conditional tenders will not be accepted.

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

17. All the taxes will be borne by the bidder from time to time as applicable.

18. Notwithstanding anything stated above, the SVPNPA, reserves the right to assess the capability and capacity of intending tenderers to execute the work as per the contract, during the technical evaluation or any stage.

19. The SVPNPA reserves right to stop/postpone/cancel the e-auction at any stage without assigning any reason there for.

20. The SVPNPA reserves the right to accept or reject the highest rate offered in the e- auction without assigning any reasons there for.

21. The successful bidder would be liable to pay the appropriate GST (18%) for Pulp Wood as and where GST is applicable

Special conditions:

1. The felling/harvesting work has to be carried out in a phased manner as directed by SVPNPA, as per the tender notice and the H1 tenderer should carry out the works accordingly.

2. The quantity of wood has been assessed based on ocular estimation only and they may vary during execution *i.e.*, increase or decrease. The tenderer is bound to complete the work within the tender period and also as per the instructions given by the SVPNPA, from time to time. The successful bidder has to make payment on the basis of the actual tonnage harvested.

3. The tenderer should make all necessary arrangements for complete protection of entire material in the site till the completion of the work in all respects, failing which suitable penalties would be imposed on the tenderer.

4. The Successful bidder, at the time of entering into this Agreement will have to deposit 10% of the total work value as Performance Guarantee/ Security Deposit, which will be valid beyond 60 days of completion of all contractual obligations.

5. The General Terms and conditions furnished in the tender will also be applicable wherever it is deemed fit for the Felling and extraction of Pulpwood.

GENERAL TERMS AND CONDITIONS

1.0 SCOPE OF WORK:

1.1 Provision of labour and implements: As per the work contract ,the tenderer is obligated to provide all labour, material, tools, implements, transportation and every other things necessary for carrying out and completing the works in conformity with the plans and specifications, descriptions and instructions as may from time to time be furnished, while the work is in progress.

1.2 If the tenderer has any doubt about the meaning of any portion of the terms and conditions of contract or the specifications, the same can be got clarified in the pre bid meeting.

1.3 Before quoting their overall rate, they may 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.

2.0 TENDER OFFERS:

2.1 The tenderer shall submit the offer only in the prescribed tender schedule. 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 shall be summarily rejected.

2.2 The tenderer should clearly quote his rate in the given format of e-portal.

2.3 The rate quoted shall be valid till completion of contract.

2.4 The bid shall be valid for 180 days from the date of opening of tender.

2.5 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/Corporation.

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 along with E-Mail Address. The responsibility to receive promptly all the communications sent to him rests fully on tenderer himself.

2.6 The tender will be treated as incomplete, if

a) The tenderer fails to quote his/her rate in clear figures or quotes any rates in parts.

b) If 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.

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

2.8 Conditional tenders will not be accepted.

2.9 In case, more than one tenderer quote the similar highest rate, the work will be awarded by drawing the lottery among such tenderers.

3.0 AGREEMENT BOND: Once the tender is accepted and award letter is issued, the successful tenderer shall execute an agreement with the SVPNPA 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.

4. The tenderers shall submit their bids only through online.i.e. CPPP. The SVPNPA will not accept any bid submitted in the paper form.

4.1 Earnest Money Deposit (EMD):

(a) Earnest Money Deposit (EMD)Rs.1,50,000/- to be deposited in form of Fixed Deposit/Bank Guarantee drawn in favour of The Director SVPNPA, Hyderabad payable at SBI Shivarampally, Hyderabad which shall be valid for 45 days from the date of opening of the tender.

(b) The EMD will be refunded to the unsuccessful bidder after clearance from the Tender Committee within 15 days of finalization of the bid.

(c) The EMD collected from the successful bidder will be refunded on submission of performance security bond.

(d) The EMD will not carry interest in any case.

(e) The EMD will be forfeited, if the successful tenderer withdraws offer or makes any modification in the rates, terms and conditions before expiry of the agreed validity period.

(f) Failure to abide by the terms and conditions specified in the purchase order or the Terms of indemnity bond, warrants forfeiture of security deposit and / or EMD.

(g) Scanned copies of EMD may be uploaded with Bids. Failure to upload the copy of EMD and will entail rejection of bids.

4.2 Security Deposit (SD)/ Performance Guarantee:

4.2.1 The successful bidder at the time of entering into this Agreement has to pay 10% (of value of 1500 mt as quoted by the successful bidder), towards the **Security Deposit** with vailidity period of sixty days beyond the total contractual obligations period

4.2.2 Security Deposit amount will be released within eight weeks after payment of the final bill .

4.2.3 No interest will be paid on PG/SD deposited with the SVPNPA.

5.0 CONTROL OF WORK:

5.1 The works are to be conducted under the sole control and direction of SVPNPA. The whole of the materials are to be of the best description of their respective kinds and both workmanship and materials shall be of good quality. The H1 tenderer shall furnish satisfactory evidence of the quality of tools he/she is using, when required.

5.2 Everything necessary including materials, labour, tools, equipment, and transportation is to be provided and paid for, by the H1 tenderer, so that the work may be completed and perfect at its conclusion, to the entire satisfaction of the Director SVPNPA 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 tenderer's employment, of whom he may disapprove, and the tenderer is to supply alternate material or labour which shall meet the approval of the SVPNPA.

5.3 The tenderer shall keep one copy of all specifications of the work in good order available at site.

6.0 EXECUTION OF WORK:

6.1 The successful tenderer shall complete the work within the stipulated time and specifications prescribed in the tender document. The conditions may be changed, modified or altered by the SVPNPA, as and when necessary based on weather/ climatic conditions.

6.2 The tenderer shall also seek the directions from the SVPNPA from time to time for commencing the harvesting and other operations and complete the same within the prescribed time.

6.3 The tenderer should commence the work within 07 days of issuing the work order and there should not be any delay .

6.4 The tenderer or his agent duly authorized by him should be present during the period of harvesting at site or whenever required during other operations.

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

6.6 Felling of trees shall be 5 cm ht. from above Ground level.

6.7 Felling direction to be adopted so as to cause minimum damage to surrounding growth.

6.8 Felling should proceed in a systematic manner. No part of the plantation should be left un-felled including dry trees.

6.9 The material shall be converted into preferred lengths and stocked at the convenient loading point ready to be transported. After loading into the lorry the material shall be got weighed at the designated weighbridge.

6.10. Weighment of Harvested wood:

(a) The purchaser shall bear the incidental expenditure on account of weighment.

(b) The tare weight of the vehicle will be recorded at a specified weighbridge, before proceeding to the Plantation / Unit for taking delivery of the produce. The tare weight shall be taken in presence of the representative of the SVPNPA. The vehicle shall have only one stepney, one rope and one tarpaulin with usual accessories at the time of this initial weighment. On production of such recorded tare weight, the same will be noted in the permit.

(c) After loading, the weighment of the wood material shall be taken initially at the prescribed Electronic weighbridge.

6.11 The purchaser or his authorized representative shall deliver the first weighment slip (for the weighment done at the initial prescribed weighbridge) to the authorized representative of SVPNPA. This is done to record the actual realization of wood material from the unit. This shall also be the basis for calculation of value of work. The transporter has to pay the taxes and other incidental charges imposed during the transportation and unloading charges at the destination.

6.12 The tenderer shall also uproot the left over stump of Subabul / Eucalyptus / Glyricidia trees along with its roots so that there will not be any coppice, dragging of material to the convenient loading point in the areas or site-B of SVPNPA and transporting it out of Academy premises, and shall till up stump site and level the area.

6.13 The SVPNPA shall not be responsible for any compensation of losses or damages incurred by the tenderer except under Force Majeure conditions. **Force majeure clause:** The force majeure conditions are such as civil commotion, natural calamities, war etc., which are beyond the control of the tenderers.

6.14 The tenderer at his own cost may make / form and maintain whatever temporary arrangements, that he may require for bringing any material or equipment to the work, and no extra charge will be allowed or paid by the SVPNPA on account of any such arrangements. This should be done with the approval of The Director, SVPNPA.

6.15 The SVPNPA shall not be responsible for any accident occurring to his workmen or any other person during the progress of the work. The SVPNPA will not

be liable to pay the compensation to the workmen employed in the execution of the work by the tenderer under Workmen Compensation Act. The tenderer should also comply with all safety regulations as per the law in force.

6.16 The SVPNPA shall not pay any compensation what so ever towards idleness of tenderer's labour and equipment etc.

6.17 The Tenderer shall arrange required tools and equipment for execution of the work.

6.18 The Tenderer 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 SVPNPA. He shall provide and maintain all facilities for protection, as required by local conditions.

6.19 **SUB-CONTRACTS**:No work forming part of this contract work is to be subleased by the Tenderer.

6.20 If the tenderer is required to supply daily labour for any work not provided in the estimates, he should do so on an order from the SVPNPA or its authorised representative in writing and must see that, muster rolls maintained by him are duly verified at once by an official designated by the SVPNPA, otherwise claims subsequently preferred by the tenderer in absence of this verification will not be admitted. All labour employed on muster basis or employed on contract basis shall be deemed as Tenderer's staff and no benefit granted to SVPNPA labour shall apply.

7.0 INSPECTION OF WORKS: The SVPNPA and its authorised representative shall at all times have access to the work, whether it is in preparation or progress and the tenderer shall provide proper facilities for such access and inspection.

8.0 ALTERATIONS AND ADDITIONS TO WORK: The SVPNPA or its authorized representative without 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 SVPNPA or its 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 tenderer applicable to actual measurements as certified by the authorised representative of the SVPNPA. 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 Director, SVPNPA, before starting the work.

9.0 CLAIM FOR EXTRA WORK: If the tenderer 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 SVPNPA, within a reasonable time and in

any event before proceeding to execute the work. No such claim shall be accepted unless so made.

10.0 ADDITIONS FOR UNCORRECTED WORK: If SVPNPA or its authorized representative deem it expedient to correct the work, which is not done in accordance with contract, an equitable addition based on the method of computing the value of the work, shall be included in the Tenderer's payments.

11.0 The tenderer should remove all the temporary sheds and other structures erected by him/her for execution of work, as soon as the work is completed and the used site should be levelled and restored to original condition at his cost and only after that the work completion statement will be furnished.

12.0 MEASUREMENT OF WORK:

12.1 The tenderer shall attend joint inspection of the work being carried out by him whenever required by the SVPNPA authorities.

12.2 Measurement of the work done will be made according to the progress of the work.

12.3 The tenderer shall provide all assistance required by the SVPNPA or any person deputed, in making out or measuring the work.

13.0 TIME WITHIN WHICH CONTRACT IS TO BE COMPLETED:

13.1 Time is of the essence to the contract. Period of contract has been specified in the phase-wise work deadlines, and these shall start from the date of handing over of the site.

13.2 The tenderer shall satisfactorily execute and complete the work in strict accordance with the plans, specifications and instructions issued by SVPNPA or its authorised representative from time to time.

13.3 If the tenderer fails to execute the work within the stipulated time or fails to show substantial progress as per the schedule of operations given by the SVPNPA, the SVPNPA is at liberty to order the tenderer to discontinue the work forthwith.

13.4 If the contract be delayed at any time in progress of the work by any act or cause beyond the tenderer's control or by delay from the part of SVPNPA or its authorised representative, then the time of completion shall be extended for such reasonable time as the SVPNPA may decide.

14.0 OWNER'S RIGHT TO DO WORK:

14.1 If the tenderer neglects to execute the work properly or fails to perform any provision of this contract, the SVPNPA or its authorised representative after two day written notice to the tenderer may, without prejudice to any other remedy he may

have to make good such deficiencies, the SVPNPA will be at liberty to order the tenderer to discontinue the work forthwith.

14.2 Delay in commencement or progress or neglect of work and forfeiture of Security Deposit.If, any time, the SVPNPA shall be of the opinion that the Tenderer is delaying commencement of the work or violating any of the provisions of the Contract, the SD , is liable for forfeiture.

15.0 OWNER'S RIGHT TO TERMINATE CONTRACT: If the tenderer fails to abide by the conditions of contract, if he persistently disregards the instructions of the SVPNPA or its authorised representative or if he is adjudged bankrupt, then the SVPNPA without prejudice to any other right of remedy and after giving seven days written notice to the tenderer, may terminate the contract and take possession of all materials and finish the work by whatever method the SVPNPA may deem fit. The Tenderer will be responsible for all losses and damages incurred by the SVPNPA in this respect and the same shall be recovered from the Tenderer.

15.1 The SVPNPA also reserves the right to terminate the contract at any stage or suspend the work without assigning reasons if in Director's opinion, it is considered necessary to do so. On receipt of such notice the Tenderer shall submit within 24 hours of receipt of the notice, a complete list of his commitments for settling the same by the SVPNPA. The SVPNPA may allow up to a maximum of 7 days after issue of the notice for continuing the work to enable the Tenderer as far as possible to fulfil his pending commitments.

15.2 In case of the successful bidder / tenderer fails to enter into agreement within the stipulated time, the SVPNPA shall cancel the tender and forfeit the SD including EMD.

16.0 REPAIRING DAMAGE BY TENDERER: The tenderer shall promptly remove from the premises all materials condemned by the SVPNPA or its authorized representative as failing to conform to the contract, whether incorporated in the work or not, and the tenderer shall promptly replace and re-execute his work in accordance with the contract and without expense to the SVPNPA.

17.0 APPLICATION OF VARIOUS ACTS AND OTHER LABOUR LEGISLATIONS: It shall be the responsibility of the Tenderer 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.

18.0 RESPONSIBILITY OF THE TENDERER TO IMPLEMENT PROVISIONS OF MINIMUM WAGES ACT:The tenderer 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. The tenderer is not entitled to claim any compensation from the SVPNPA due to enhancement of minimum wages during the subsistence of the contract and its extended period.

19.0 BRIBES ETC: The Tenderer or any one on his behalf shall not canvas, pay, give or offer reward of gratuity to any employees of SVPNPA or else the owner will be at liberty to cancel the contract and forfeit the EMD lodged with his tender.

20.0 The SVPNPA employees should not participate in the tenders either directly or indirectly. If it is found at a later stage that the tenderer is an SVPNPA employee, the contract will be terminated by forfeiting his deposits, besides initiating disciplinary proceedings.

21.0 LIQUIDATED DAMAGES FOR LATE EXECUTION:

The works have to be carried out strictly as per schedule and executive instructions given by the SVPNPA. For any non-performance / delay in execution of the works, the contract will be terminated by forfeiting his deposits (SD and EMD). In such case, the original tenderer will be debarred / blacklisted from participating in the future works. The SVPNPA holds the right to complete the balance works by engaging an alternate tenderer/ other sources at the risk and cost of the tenderer.

22.0 SETTLEMENT OF DISPUTES:

Any dispute or difference of opinion arising between the SVPNPA or its authorised representative and the tenderer 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 Officer nominated by The Director, SVPNPA, which shall be binding on all parties without any reference or appeal to any other person whatever.

23.0 DETAILED SPECIFICATIONS& SPECIAL CONDITIONS:

23.1 Clearance Of Miscellaneous Growth: It is the responsibility of tenderer to keep the area free from weed growth.

23.2 No trees other than those shown by the SVPNPA or its representative shall be cut.

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

23.4 No wood should be taken outside the academy area without notice of the SVPNPASTAFF.

23.5 The Tenderer should bring his own tools and implements.

23.6 All the standing growth or felled material should be protected by the tenderer.

24.0 DEFINITIONS:

24.1 Work Order: Consists of the Agreement, the General Conditions of work, the Drawings and specifications including all modifications thereof incorporated in the documents before their execution and the programme of work.

24.2 The tenderer and the SVPNPA or its authorised representatives are those mentioned as such in Agreement; they are treated throughout the contract documents as if each were of the singular member.

24.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or to member of the Firm 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.

24.4 The term "Work" of the tenderer includes labour or material or both.

24.5 All the time limits stated in the agreement are of the essence of the contract.

24.6 The existing laws in the area where the work is undertaken will be applicable to the Tenderer.

24.7 SVPNPA means, the Sardar Vallabhbhai Patel National Police Academy, represented by The Director.

24.8 Authorised representative of the SVPNPA means any officer nominated by the Director.

24.9 "Owner" means the Director, SVPNPA.

24.10 The stocks of the material under the custody of the Tenderer is liable to be checked at any time by any officer of the SVPNPA.

25.0 Refund of Security Deposit :

(a) The Security Deposit will be refunded to the tenderer at the end of the transaction, only after the SVPNPA is satisfied that all the obligations and formalities under the Agreement have been duly complied with by the tenderer, and that no amount is due from him/her or it will be adjusted toward the final bill.

(b) The Tenderer is not entitled to any interest upon Security Deposit.

26.0 OTHER SPECIAL TERMS AND CONDITIONS:

FOR FELLING WORK:

1. The work should be completed strictly within given period from the date of award unless there are specified/ genuine reasons for delay.

2. Felling of trees should be done by using saw either by electrical or manual. In case of power saw, SVPNPA will provide electricity with an earmarked/separate electric meter, if the tenderer is ready to make the payment for the installation of meter and the connected electricity charges or he can make his own arrangements.

3. The tenderer has to take care of felled material from theft, fire and etc., and arrange watch and ward for 24 hours till completion of felling and lifting of all felled material.

4. The Tenderer should bring his own tools and implements required for felling, debarking and also tape, paintings, daily record book to enter daily progress under the supervision of SVPNPA staff.
5. The SVPNPA will not be held responsible for anything happening to the labourers, machines etc., engaged by the tenderer.
6. The tenderer has to keep the inspection pathways and roads fit for inspection, loading of material etc.
7. After cutting, the pulpwood should be dragged to the convenient/nearest road point for loading.
8. Sufficient manpower should be kept for dragging/ stacking of the timber.
9. Tenderer (or) his representative is to be present in the site at the time of execution of work and check measurement.
10. The Tenderer shall be responsible for all damages that may be caused to any standing trees and other property belonging to SVPNPA, within the work area and within 100 mtrs of the contract area by fire, illicit fellings or any other cause traceable to any act or omission and part of the tenderer, his agents or servants. Such a loss caused shall be paid by the tenderer as decided by the Director, SVPNPA. Besides, the contract is liable to be cancelled and all the money and deposits of the tenderer are liable to be forfeited.

27.0 MEASUREMENT AND CHECK MEASUREMENT: Measurement will be recorded for the finished work *i.e.* the work completed as per the specifications.

28.0 Felling should not be delayed without any specified reasons. If delayed, suitable penalty will be imposed for the delay in the work @ 0.5% per week of the value of the entire work, to a maximum of 10% of the total contract value .

29.0 FIRE FIGHTING MEASURES :

(a) The Tenderer 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.

(b) No payment will be made by the SVPNPA for the provision of fire fighting measures.

30.0 HEALTH AND SANITATION: The camp, water supply and sanitary arrangement for the workers employed on the works shall be made by the tenderer 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 Kits:** At the work site these 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 shall be made available. 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 than 3 gallons per day per person.

31.0 TRANSPORTATION OF PERSONNEL: The Tenderer shall make his own arrangements for the daily transportation of his personnel, tools etc to the work spot and personnel of the tenderer shall stay at the work spot.

32.0 SAFETY MEASURES: The Tenderer 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.

33.0 GENERAL:

(a) The tenderer shall at all times abide by the provisions of Telangana State Forest Act and the Rules made there under.

(b) Any infringement of tender notice conditions and provisions of Telangana Forest Act and the rules made there under as amended from time to time will entail termination of the Agreement and forfeiture of the security deposit, amounts already paid, if any and confiscation of the machines, tools, vehicles etc involved in such violation apart from prosecuting the offender.

34.0 PENALTIES:

(a) If the Bidder/tenderer commits a breach of any of the terms and conditions of this agreement and if the SVPNPA does not propose to terminate the agreement on account thereof, a penalty of Rs.5,000.00 or any other amount deemed fit, based on the gravity of the violation, may be imposed for each breach.

(b) All penalties levied shall be paid by the Bidder/Tenderer within (15) days of dispatch by Registered Post of the notice of demand for payment. In case of failure, such amounts shall be recovered from the Security Deposit.

35. FORCE-MAJEURE:

The SVPNPA, may revoke the agreement and withdraw from the compliance of the same in the event of circumstances beyond its control and in such an event it shall not be liable for any damage or loss, if any, caused to the Bidder/Tenderer.

36. JURISDICTION OF THE COURTS:

Only the competent Court at Hyderabad will have the jurisdiction over all matters of dispute that may arise out of the aforesaid agreement and no such matter shall be initiated in the Courts at any other place.

(Administrative Officer)

E-Tender Notification No: 12107/HK-5/2020 Date -----2020

CHECK SLIP TO ACCOMPANY THE TENDER

(TO BE FILLED IN AND SUBMITTED BY THE TENDERER)

Eligibility criteria:

Sl. No.	Description
1	Copy of Tenderer's Registration under appropriate class with Govt. of TS / Central Government.
2	PAN Certificate issued by I.T. Dept.
3	GST Registration Certificate
4	EMD (INR 1.50 Lakh, addressed to Director,SVPNPA, payable at Hyderabad)
5	Furnish the availability of critical equipment & key personnel in Statement-I.
6	Furnish the information on litigation history in Statement-II.
7	In case of pulp wood transporters, details of transportation of pulp wood of atleast one similar work done to the extent of a minimum of 1000 MT in the past three years in Statement-III

Tender time schedule:

<i>Document download start date & time</i>	:	
<i>Last date and time of submission/uploading of tender [i.e. Tender Due Date]</i>	:	
<i>Date & time of Opening of Tender</i>	:	

TENDERER QUALIFICATION INFORMATION

The information shall be filled in by the tenderer in the check slip and statements I to IV 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 Tenderer

2. Individual / Partnership Firm :

3. Place of Registration :

4. Principal Place of Business :

5. Registration particulars with :
Government of T.S. /GOI

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

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

Signature of the Tenderer

STATEMENT – I

Availability of Critical Equipment and Key Personnel

Sl. No.	Name of equipment and capacity	Availability of stump un-earthing machines		Name/Age/Condition of the Key Personnel	Remarks
		Owned	Leased		

Signature of the Tenderer

STATEMENT – II**Information on litigation history – which Tenderer is involved in.**

S.No	Details of Information	Remarks of Tenderer
1	Whether blacklisted, 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

STATEMENT – III

Works the Subabul/Eucalyptus/Gliricidia Pulp wood Transport, the tenderers have executed during the last three years (To be furnished financial year wise). For this they may enclose the certificates issued by the concerned agencies.

Sl. No.	Financial Year	Description and location of work	Name & Address	Agreement No. & date	Value of contract	Qty. of the pulp wood harvested and transported
1	2	3	4	5	6	7

LIST OF ITEM/WORK TO BE QUOTED BY THE BIDDER

Scope of the work	Unit	Quoted rate per unit
Harvesting of Subabul/Eucalyptus/Glyricidia trees from a height of 5 cm from ground level, cut into pieces of preferred length followed by removal of left over stumps from ground along with roots so that there will not be any coppice, dragging of material to the convenient loading point in the areas of site-B of SVPNPA and transporting it out of the Academy premises	Rate per MT	

*** Quantities proposed are approximate only and may increase or decrease as per the field conditions.**

Annexure-I

PROFORMA

BANK GUARANTEE BOND IN RESPECT OF EARNEST MONEY DEPOSIT

In consideration of the SardarVallabhbhai Patel National Police Academy, Hyderabad (hereinafter called the SVPNPA, represented by The Director, SVPNPA), 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. Harvesting of Subabul/Eucalyptus/Glyricidia trees from a height of 5cm from the ground level, cut into pieces of preferred length followed by removal of the leftover stump from the ground along with its roots, so that there will not be any coppice,dragging of material at the convenient loading point, in the areas of Site-B of SVPNPA*** and transporting it out of the Academy premises, in a phased manner..... for a period of Month from (Opening of tender) or extended period if any we Bank do hereby undertake to indemnify and keep indemnified SVPNPA to the extent of Rs..... (in words) against any loss or damage to or suffered by the SVPNPA or would be caused to or suffered by the SVPNPA, by reasons of any breach by the said contract..... of any of the terms and conditions contained in the said tender or contract and agreement or both and authorise the said Director, SVPNPA, to recover the same directly from the said Bank.

We, theBank, 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 SVPNPA under / or by virtue of the said tender or contract and agreement or both, until The Director, SVPNPA has been fully paid and his claim satisfied or discharged or till the Director, SVPNPA certifies that, the terms and conditions of the said tender or contract and agreement or both under the said Director, SVPNPA have been fully and properly carried out by the (said tenderer) and accordingly discharges the guarantee, subject to however that the SVPNPA 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 Director for the amount or amounts due or the amounts of damage or loss caused to or

