

# THE MYSORE PAPER MILLS LIMITED

FOREST DIVISION  
PAPER TOWN  
BHADRAVATHI – 577 302.

GRAMS: PAPERMILL

TELFAX 08282-270094/270937  
Our web site; [www.mpm.co.in](http://www.mpm.co.in).

## SHORT TERM TENDER NOTIFICATION

No.FFR/DF/RM/2014-15/61/dt.22.05.2014

Tender for Transportation & delivery of Acacia/Eucalyptus pulpwood from 2008 & 2009 MPM Captive Plantations of Bhadravathi, Thirthahalli & Sagar Divisions to MPM raw materials yard, Bhadravathi.

TENDER NOTIFICATION NO: FFR/DF/RM/2014-15/61/dt.22.05.2014.

Cost of tender document	<b>Rs.250/- (inclusive of all taxes)</b> (Per One set: non refundable)
Last date for issue of tender forms	<b>06.06.2014 UPTO 4.00 PM</b>
Last date for submission of tender forms	<b>07.06.2014 UPTO 1.00 PM</b>
Price bid will be opened on	<b>07.06.2014 AT 3:00 PM</b>

# THE MYSORE PAPER MILLS LIMITED

## INSTRUCTIONS TO TENDERERS

Ref: Tender Notification No. FFR/DF/RM/2014-15/61/22.05.2014

### **PURPOSE OF TENDER:**

- 1) Tenders are hereby invited for **transportation and delivery** to MPM Mills yard of **Acacia/Eucalyptus Pulpwood from** MPM captive plantations of Bhadravathi, Sagar & Thirthahalli Divisions as per the details in the schedule 'Annexure'A'.
- 2) The descriptions of the yield and other particulars shown in the schedule referred to above, though believed to be correct, are only meant as a guide which is open to the tenderer to verify by personal inspections or otherwise.
- 3) The quantity as per Annexure 'A' is indicative and only approximate. Actual quantity may be more or less of advertised quantity for which the contractor should not claim any compensation or extra rate. However the contractor has to **transport and deliver** the entire quantity of pulpwood stacked from the awarded plantation.
- 4) MPM Ltd., reserves the right to increase/decrease the quantity indicated in the tender and to accept any tender wholly or partly at its option.
- 5) The tenderers are advised to inspect, in advance, the captive and other notified plantations and should satisfy themselves regarding the availability of notified quantity of pulpwood in the unit, distance and all other prevailing conditions as complaints regarding such matters will not be entertained subsequently after the receipt of tenders.
- 6) In case of any doubt regarding the interpretation of the tender notice, the decision of the Director (Forests), MPM Ltd., Bhadravathi is final and binding on the contractor. The intending tenderer is advised to get clarification for any doubt and ascertain from the Director (Forests)/Chief Forest Officers concerned the terms & conditions of the contract that shall be embodied in the agreement before submitting the tender.

### **WHO CAN PARTICIPATE?**

- 7) Only MPM Registered Forest Contractors and others (who shall register their name by furnishing the required documents before submission of tender), are eligible and can participate in the tender (others-Fresh contractors who are interested to participate in the tender should contact the office of the undersigned before purchase of tender document and get the information regarding registration procedure immediately and on furnishing the requirement documents, they should get it registered themselves as MPM Registered Forest Contractors and then to participate in the tender, which may be noted (As per annexure-C).
- 8) Tenders from persons who are convicted in court of Law for offences involving moral turpitude in relation to his business dealing or are blacklisted or are insolvent or who have failed to pay Government dues will not be accepted. If during the course of contract operations it is revealed that the Contractor is a person convicted in a Court of Law for offences involving moral turpitude in relation to his business or blacklisted or insolvent or has failed to pay Government dues, the contract shall be liable to be cancelled forthwith and the contractor shall have no claim whatsoever on the deposit kept by him which will be forfeited by the MPM or for payments, if any due to him in respect of work already carried out by him or compensation for cancellation of the contract.

**TO SUBMIT:**

9)Tenders should be submitted in the prescribed printed form only which will be obtainable from the office at the following address on payment of non-refundable amount of **Rs.250/-** (Rupees Two hundred and fifty only) inclusive of all taxes per one set.

Director (Forests),  
Mysore Paper Mills Ltd.,  
Paper town Bhadravathi 577302  
TEL: 08282-270094/272484

10) Tenders part-II - **Price bid** should be kept in separate cover duly indicating price bid. The cover should be kept in a separate wax sealed cover duly super scribed "Tenders for transportation and delivery of pulpwood from captive plantations" and addressed to:

Director (Forests),  
The Mysore Paper Mills Ltd.,  
Paper town, Bhadravathi-577302

And should be sent by registered post so as to reach the undersigned at Bhadravati by **1.00 PM** on **06.06.2014**. Sealed tender box will also be kept in the office at Bhadravathi for putting in tenders from 10.00 AM to 1.00 PM on **07.06.2014**.

**TERMS & CONDITIONS**

11)The Tenderer shall be responsible for properly super scribing and sealing the cover in which the tender is submitted and the Tender initiating authority shall not be responsible for accidental opening of the covers that are not properly sealed and superscribed as required in the tender documents, before the time appointed for tender opening.

12)Tender forms are non-transferable and they are valid only for the contract for which they are issued.

13)Tenders in part-II Price bid for each contract unit should be submitted on a separate tender form. Submission of bids for more than one unit in a single tender form will invalidate the tender. But, more than one tender of the same tenderer may be sent in one envelope. Tenderers should give their full name, correct address, age and all information required in the form. They shall affix full signature on the tender form at the appropriate places.

14)In case, the tender is to be submitted in the name of a Partnership firm, then all the partners of the firm should sign the tender form. In case it is not possible for all the partners to sign the tender then the person signing the tender should obtain a power of attorney from other partners and submit along with the tender. The name and address of each partner of the Partnership firm should be clearly stated on the top of the tender. A true copy of the registered deed duly certified by a Magistrate or Gazetted Officer of Karnataka State should be enclosed to the tender. In case, of the company, it shall be signed by the Managing Director or the Director authorized by him. The Company should be registered one and a Limited one.

15)A tender submitted jointly by more than one person shall not be accepted unless such persons are members of a registered Company or Firm and the tender submitted is on behalf of such company or firm.

16)Telegraphic Tenders, conditional tender or tenders sent otherwise than as laid down above would not be considered.

17) **EARNEST MONEY DEPOSIT:** The Tenderer must remit with his offer an Earnest Money Deposit as indicated in the schedule against each plantation at Rs.**5/-** pr MT, but not below **Rs.2500/-**.

a) The EMD as indicated in the schedule for each unit should be in the form of a demand draft drawn in favour of MPM Bhadravati on any scheduled bank having branch office at

Bhadravati in Karnataka State and payable at Bhadravati- 577302 (and not on Ordinance Factory Ltd. Bhadravati in Maharashtra State), enclosed to the Tender Form.

b) The tenderers should mention the exact amount of earnest money deposit kept with their tenders furnishing the particulars thereof in the tender form without fail and later any representations on such omissions will not be entertained.

c) Tenders accompanied by currency notes (Cash) or cheques will not be considered.

d) Tender in respect of which earnest money is not deposited shall be summarily rejected.

e) The EMD will be returned to the unsuccessful Tenderers in due course after finalization of the Tender.

The EMD of the successful Tenderer will be adjusted towards Security Deposit.

- 18) The Tender shall also be accompanied by a valid solvency certificate for an amount of Rs.25,000/- in the prescribed form. Since all the MPM forest contractors have already furnished a solvency certificate for Rs.25,000/- & Rs.50,000/- at the time of renewal/registration of contract during 2013-15, this condition will not be insisted upon for the contractors whose solvency certificate is issued after 2013, submitted along with renewal of Registration of Contractors.

- 19) **Tenderers shall quote their lowest possible rate as so much per MT for transportation and delivery of Eucalyptus/Acacia pulpwood**

The rates quoted shall be written both in words and figures and in decimal coinage. The tenderers with full signature should invariably attest all corrections, erasures, overwriting in their tenders; failure to do so will invalidate the tender. In case, the lowest rate offered appears to be reasonable considering the prevailing market conditions, the order may be awarded to the lowest. If MPM considers the rates offered by the tenderer are on the higher side, then MPM reserves right to give counter offer to the L1 irrespective of the rates offered by the tenderer, L1 who quoted lowest rate will be called for discussions/negotiations subject to the approval from the competent authority i.e., Managing Director, of the MPM Ltd.,

***ALL THE TENDERERS ARE INFORMED THAT DISCUSSION / NEGOTIATIONS WILL NOT BE HELD OTHER THAN L-1 TENDERERS, AS SUCH THE TENDERERS ARE ADVISED TO OFFER THE MOST COMPETATIVE RATES.***

**TENDERERS ARE ELIGIBLE TO WORK IN NOT MORE THAN THREE PLANTATIONS OR 6000 MTS IN EACH TENDER, WHICH EVER IS LOWER.**

20) A copy of the standard agreement is available in the office of the Director (Forests), MPM, Bhadravathi at Bhadravathi for inspection of the intending tenderers during office hours. Tenderers shall be assumed to have submitted their tenders subject to all the conditions in the tender notice as also in the usual standard agreement referred above.

21) Amendment or addendum or corrigendum, if any to this notification will be put up on the notice board of the office of the Director (Forests), MPM, Bhadravathi and the contractors shall be bound by the conditions of such notifications.

**FINALISATION OF TENDER AND ISSUE OF OFFICIAL MEMORANDUM:**

- 22) While deciding the tenders, either for acceptance or rejection the areas of contract work on hand of the contractor and his capacity to execute the contract or his performance in respect of previous contract will be taken into consideration.

- 23) The Director (Forests) MPM Ltd., Bhadravathi reserves the right to accept or reject all or any of the tenders at his own discretion without assigning any reason whatsoever. He reserves the right to alter any item of the work at the time of awarding the work to the tenderer.

- 24) Transfer of contract shall be effected at request of the contractor in favour of another provided the latter agrees to abide by the conditions set forth as above for the due fulfillment of the contract

terms i.e., to an approved transferee, on payment of transfer fee equal to 10% of the contract value, but it is purely left to the discretion of the Director (Forests), MPM, Bhadravati either to accept or refuse such transfers. In case of the death of a successful tenderer (contractor), transfer of contract shall be affected in favour of his legal heirs on request without transfer fee.

- 25) In all the matters not specifically provided for and in all matters of dispute about the rates, quantities, measurements, etc., and in all disputes of any kind, in the first instance be referred to the Director (Forests), MPM, Bhadravati and within 90-days the Director (Forests), MPM shall take decision and the decision of the Director (Forests), MPM Ltd., shall be final and legally binding on the contractor. The tenderers should satisfy themselves of the availability of noted quantity of material in plantation, distance and all other particulars in advance and no subsequent complaints will be entertained after the receipt of tender.
- 26) The Price Bid Part- II will be opened at **3:00 PM** on **07.06.2014** in the presence of the tenderers, who may be present at that time. The tenderers who are present at the time of opening of the tenders shall sign the attendance register maintained for that purpose.
- 27) The result of the tenders will be communicated to the successful tenderer within 60-days from the date of opening of the tenders. If any tenderer withdraws his tender before the result of the tender is communicated to him, the earnest money deposit kept with the tender as per clause (8) above will be forfeited to MPM and such contractor will not be allowed to participate in future tenders. The acceptance of the tenders will be communicated to the successful tenderer from the office of the Director (Forests), MPM, Ltd Bhadravathi by registered post acknowledgement due or by muddam and/or also by notifying the result on the notice board, which will be deemed to be the communication to the successful tenderer.
- 28) **VALIDITY:** The offer shall be valid for a minimum of 90-days for acceptance from the date of receipt of offer at our end.

#### **SECURITY DEPOSIT AND EXECUTION OF AN AGREEMENT:-**

- 29) Within 10-days of communication of acceptance of the tender, successful tenderers (include which expression shall unless the context otherwise requires include his heirs, executors, administrators and assignees) shall pay a security deposit as indicated in the schedule against each unit @ **Rs.10/-** per MT of the tender quantity, but not below **Rs.5,000/-** in the form of a demand draft drawn infavour of MPM Bhadravati on any scheduled bank having branch office at Bhadravati in Karnataka State, and payable at Bhadravati-577302 (and not on Ordinance Factory Ltd. Bhadravati in Maharashtra State) and sign the necessary agreement with the concerned Chief Forest Officer in the prescribed form, on a stamp paper of value of, Rs.200/- (Rs. two hundred only), which should be produced by the successful tenderer, terms of which shall be binding on the tenderer.

The EMD amount paid will be converted as part of the SECURITY DEPOSIT amount.

- 30) In the case of the successful tenderer, the amount of security deposit kept as per clause (29) above will be refunded after the contract is satisfactorily completed and only after the receipt of work completion certificate issued by the concerned Chief Forest Officers This amount will not attract any interest.
- 31) In the event of failure to execute the agreement within the prescribed period of Ten (10) days, the EMD shall be forfeited without notice, the contract annulled and contract will be re-tendered or taken up through another agency at the risk and cost of the defaulting tenderer. Any extra expenditure and the loss incurred by the MPM in this regard shall be recoverable from the defaulting contractor. Defaulting tenderers will however, have no right over the surplus/savings, if any, which will solely accrue to MPM Ltd.,
- 32) The contractor shall commence the work of **transportation and delivery** of pulpwood from Eucalyptus/Acacia/Pine in the contract area within 15-days of signing the contract agreement by

taking over the area from the concerned Assistant Forest Officer of MPM Ltd., with due acknowledgement.

- 33) If the successful tenderer after execution of agreement fails to start the awarded work within 15 days, the security deposit amount will be forfeited by the MPM. Ltd and the contractor will be blacklisted and the contract will be terminated after giving 7-days notice in writing. And the same will be got done departmentally or through other alternative means at the risk and cost of the contractor. Extra expenditure incurred due to this change will be recovered from the contractor's Account.
- 34) Lot list in triplicate duly signed by the contractor shall be handed over to the Asst. Forest Officer, for checking. The Assistant Forest Officers after verification of the pulpwood lots in the field shall submit the same to the Chief Forest Officer concerned for release. After the issue of release order from the concerned Chief Forest Officer, transport permits will be issued.
- 35) The Assistant Forest Officer of the MPM Ltd., or authorized staff of the concerned divisions will issue transit Permit to the contractor or his authorized representative after getting the acknowledgement for transport of Euca/Acacia/Pine pulpwood by Lorries. The loaded volume of the pulpwood will be entered in the permit. The contractor shall comply with the transit rule in force framed under section 50 of KFA 1983 rules 159 and 169 of KFA rules 1969.
- 36) No material shall be removed from the contract area unless it is covered by transit pass in accordance with the rules under section 50 of the Karnataka Forest Act, 1963.
- 37) MODE OF SUPPLY: Supply may be affected by road only as per stipulations indicated in the work order. For any deviation written confirmation shall be obtained from the MPM Ltd., The demand for extra rate necessitated by the closure of the road on the regular routes and for transport through alternate routes or for any other reason will not be entertained.
- 38) Emission test certificate: All the contractors transporting pulpwood loads to the MPM mill yard, Bhadravati should carry a valid emission test certificate along with their Lorries and on demand they should produce the emission test report of their respective vehicles. Such of those vehicles, which do not have emission test report, given by the competent authority, will not be allowed inside the mill premises.
- 39) The quantity of pulpwood released by respective Chief Forest Officer of MPM as per the list signed by the contractor or his representative on the basis of the volume should agree with the quantity delivered at the MPM Mills yard by weight as per co-efficient factor. If short supplied, the cost of pulpwood thus short supplied will be deducted from the bills/ Security Deposit of the contractor with statutory taxes. However, wherever the contractor finds that there is discrepancy in volume to weight ratio, i.e., stacked volume of 2.293 M3 does not weigh one tonne at the MPM weigh bridge due to driage of the material or loss of weight or poor girth or due to any other factors contributing to the said discrepancy, the contractor shall at his own cost, arrange to get such loads stacked in the Mill Yard and it will be test checked in the presence of committee comprising respective Chief Forest Officer, one officer of the Raw Material Section and a representative from the Finance Division of the Mill. The Director (Forests), Bhadravathi, may consider the findings of the committee and grant relief in appropriate cases.
- 40) For the quantity of **Eucalyptus/Acacia** pulpwood prepared, but left un-transported, the contractor shall be liable to pay the cost of such material to the mill.
- 41) The contractor shall be responsible for the safety of pulpwood collected by him for transportation, the quantity thereon till its delivery to the MPM Ltd., Bhadravathi. If any loss occurs either in the areas or during the transit, it shall be made good by the contractor as assessed by the concerned Chief Forest Officers of MPM Ltd. and approved by the Director (Forests), MPM, Bhadravati.
- 42) The contractor shall be present in the contract area and supervise the work personally during the currency of the contract. In case he is unable to personally supervise the work, he may appoint agent approved by the concerned Chief Forest Officer, provided the contractor shall furnish a power of

attorney on stamp paper of prescribed value in his favour to represent him on his behalf to do any act which he has undertaken to do under the terms of the agreement. He or his authorized agent shall remain, present in the contract area throughout the contract period. Working in the contract area shall not be allowed in the absence of the contractor or his approval agent; either of them shall remain present in the area. The Contractor shall be solely responsible for due performance of the contract or any of the act done by his agent.

- 43) The contractor shall take precautionary measures not to damage or obstruct the telephone or electric lines and the poles in the plantation/forest during the period of contract.
- 44) The **transport of stacked** material shall be carried out, according to the instructions or programme laid down by the Chief Forest Officer of MPM Ltd., from time to time pertaining to this contract.
- 45) If the progress of work in the sub-coupe is not satisfactory the Director (Forests) Bhadravathi, on the recommendation of CFO at his discretion may impose fine or he may also get the work done through other agencies at the risk and cost of the original contractor after giving 7-days notice in writing. In all such cases the decision of the Director (Forests) Bhadravathi will be final and binding on the contractor.
- 46) The contractor shall render monthly accounts of the pulpwood removed from the contract area to the Assistant Forest Officer concerned before the 2<sup>nd</sup> of every month succeeding the month of **transportation and delivery** in the following proforma:

### **PROFORMA - I**

Progress report showing the particulars of transportation and delivery of Eucalyptus/Acacia/Pine Pulpwood from -----plantation to the MPM, mill yard Bhadravati pertaining to MPM----- division during 2012-13 & 2013-14.

Name of the contractor	
Name of the Unit	
Year & Name of the Plantation	
Extent in Ha	
Estimated Quantity in MT	
Date of signing agreement	
Date of work order	
Date of taking over the contract area	
Details of extension of time	

<b>Year</b>			<b>Target Fixed as per supply schedule</b>
-------------	--	--	--

& Name of the plantation							Up to previous month	During the month	Total
1							2	3	4

Quantity of Pulpwood transported in No. of Lots				Balance quantity of pulpwood to be transported in MT	Remarks
Up to previous month	During the month	Total			
5	6	7		8	9

Date:

Place:

Signature & Name of the contractor

### WEIGHMENT:

- 47) The weighment recorded at MPM Ltd., weighbridge at Bhadravathi shall be final and binding on the contractor for all the purposes. Payment will be arranged only for the actual quantity received.
- 48) The weighbridge charges for its maintenance shall be recovered at the rate of Re.2/- (Rupee two only) per lorry load of Euca./Acacia/Pine received at the Raw Material yard of MPM Ltd., Bhadravathi.
- 49) The responsibility of unloading of pulpwood lies with MPM and whilst every effort will be made by the MPM for unloading the materials at MPM mills on priority and without any loss of time. Between 8.00 AM to 8.00 PM, unloading will be done within four hours of arrival of the Lorries and between 8.00 PM to 8.00 AM, unloading will be done within six hours of arrival of the Lorries.

The security staff at the gate shall record the time of arrival of the truck at gate on the backside of the permit and ensure that the trucks that have been allowed at the security gate shall report at the weigh bridge immediately without any loss of time.

### SAFETY REQUIREMENTS:-

- 50) The contractor is wholly responsible for the protection of plantation against pilferage, theft, etc., from the date of execution of the agreement with MPM till he completes the work and hand over the area back to the MPM Ltd.,
- 51) **PROTECTION FROM FIRE:** The contractor shall make his own arrangement for the protection of pulpwood and the standing growth from fire in the contract area. The contractor shall keep the boundary line of the contract area clear of undergrowth to a width of 6 meters and fire traced. In addition, fire tracing should be done up to a width of 5 meters along the sides of the internal roads. These works should be completed by 31<sup>st</sup> January and these fire traces should be maintained till the coupe is handed back to the MPM. Ltd., The contractor shall make his own arrangement by engaging sufficient labour on fire protection work and shall keep the fire lines cleared by frequent sweeping and cleaning and take all precautions to prevent fire in the area and protection of **Eucalyptus/Acacia** pulpwood collected.
- 52) In case the contractor fails to take up the fire protection measures in time or it is found that the arrangements made by him are inadequate then, this work will be got done departmentally by the MPM at the risk and cost of the contractor. Any expenditure incurred by the Mill for such fire protection measures are recoverable from the bills/ Security Deposit of the contractor.
- 53) Any incident of fire in the area, the contractor will be fined equivalent to the loss sustained by the MPM Ltd., as assessed by the concerned Chief Forest Officer. Due to fire accident, if any pulpwood is burnt, the cost of pulpwood will be recovered apart from imposing fine for the said negligence as assessed by the Chief Forest Officer/Director (Forests), MPM, Bhadravati. And In case the plantation



is insured, the gross loss minus insurance claim settled also will be recovered from the concerned contractor's account.

- 54) Fire damage will also include damage to the standing crop and the Chief Forest Officer or officers authorized by him will assess such damage and it will be recovered from the bills of the contractor/security deposit. In all such matters and in case of dispute, the decision of the Director (Forests), Bhadravati will be final.
- 55) PROTECTION FROM ILLICIT CUTTING: During the currency of the contract, if any illicit cutting takes place in the allotted area the contractor shall be responsible to make good loss of such material as assessed by the Chief Forest Officer and the same will be recovered from his Security Deposit/concerned bills of the contractor.
- 56) The contractor **shall not cut or damage any natural growth** The contractor shall take all precautions to ensure that no damage is caused to the natural tree growth standing in the plantation. In the event of any damage, the contractor shall be liable to pay the amount of damage and penalty as assessed and levied by the Chief Forest Officer/ Director (Forests), Bhadravati.
- 57) PREVENTION AGAINST THEFT: During the currency of contract, the contractor shall be responsible for all the material stacked in the areas. The contractor shall make arrangements for "Watch and Ward". The contractor is responsible for any theft and pilferage of any material stocked for supply.

**PERIOD OF CONTRACT:**

***58) The short term tender is invited is only to meet the rainy season requirement. There will not be any target less period for this tender. The entire tendered quantity is to be supplied /transported within 31<sup>st</sup> OCTOBER-2014. During the rainy season, the contractors have to co-ordinate with the villagers for the movement of pulpwood trucks and it is their responsibility and they can use the services of Chief Forest Officer/Assistant Forest Officers in this case. The work has to be taken up on war footing basis.***

**SUPPLY SCHEDULE:**

- 59) a) Delivery of pulpwood is the essence of the contract. As the estimated quantities mentioned in the schedule are approximate, there could be variation between this and the actual yield. The entire tender quantity is to be supplied within 31<sup>ST</sup> October-2013. If the actual yield exceeds the estimated yield the supply of pulpwood at a rate of 450 MT per month to be continued till entire work is completed.
- b) There will be no re-schedule of plantations, incase of successful tenderers having more than one contract, then the entire estimated quantity of pulpwood of all contract units will be limited to approximately 6000 MT. Incase of successful tenderers gets more than 6000 MT in the each tender, then L-2 tenderers will be invited to take up the plantations at L-1 rate.
- 60) Supply of Eucalyptus/Acacia pulpwood shall be maintained in monthly installments as per above supply schedule. Supplies will be received at the MPM round the clock (all the 24 hours)
- 61) If the contractor does not arrange for delivery of the pulpwood as per the schedule, the same will be got done departmentally or through other alternative means at the risk and cost of the contractor after giving 7-days notice in writing and any extra expenditure incurred due to this change will be recovered from the contractor's Account.
- 62) If the material transported from the contract area is not delivered in the MPM mills yard, Bhadravati, the value of such material shall be recovered from the contractor at the market rates in addition to levying a penalty of Rs.250/- per MT by the Director (Forests), MPM, Bhadravati

- 63) The Director (Forests) may at his discretion, increase or decrease the quantity noted in the delivery schedule and also fix up daily/weekly/monthly targets and the contractor is bound to supply the same at the accepted rate. However the contractor has to extract, transport and deliver the entire quantity of pulpwood available from the awarded plantation.

**EXTENSION OF TIME:-**

- 64) **No extension to the contract period will be given except in exceptional cases and work has to be completed within 31<sup>st</sup> OCTOBER-2014. There will be no re-schedule of plantations incase of successful tenderers having more than one contract,**
- 65) If due to any unforeseen situation like litigation/obstruction by local people and farmers results in any delay of transportation and delivery which are beyond the control of the contractor, no penalty/extension fee will be levied. And this will be decided by Director (Forests) based on the report of the concerned Chief Forest Officer.
- 66) If the contractor intends to have any extension of the contract period, he should submit an application to that effect to the Chief Forest Officer 15-days in advance of expiry of the original contract period. During the period when the contractor's application is under consideration of the competent authority, the contractor shall take adequate measures to protect the felled materials, standing growth if any left over in the contract area from theft, fires etc.,

**PAYMENT TERMS:**

- 67) No advance of any kind will be made for carrying out the work.
- 68) The 100% payment towards **Eucalyptus/Acacia** supply shall be made on the basis of the acknowledgements issued by the MPM Raw Material Department, Bhadravathi and the basis for payment shall be weighment receipts issued at MPM Weigh Bridge, Bhadravathi. The contractor shall prefer bills in duplicate once in fifteen (15) days and submit it to the concerned Chief Forest Officers of MPM Ltd., On scrutiny and verification, the bills shall be sent to the Finance Department, MPM, Bhadravathi for making payment. The full payment shall be made within 30- days from the date of receipt of bill at Finance Department of MPM Ltd., complete in all respects. The payment will be released by the Finance Department twice a month i.e., on 11<sup>th</sup> and 25<sup>th</sup> of every month.
- 69) **INCOME TAX:** Recovery of Income Tax at source (TDS) will be made from the bills of the contractor at the rates prevailing from time to time as per the IT Act OR as per statutory rates applicable from each bill presented for payment. All other statutory deductions if any will be recovered from the bill of the contractor presented for payment at the rate fixed by the government.

70) **SERVICE TAX:**

*The contractor shall not be liable to discharge any service tax liability on the amounts received towards transportation of pulp wood from the forest area to the factory of MPM and any such service tax liability if applicable would be discharged by MPM as a person liable to pay service tax”.*

- 70) Rates once quoted will remain firm for the contract period except for the revision of diesel prices. For diesel escalation the 'PF' factor 0.10% only would be considered, with a condition that no fuel escalation would be considered for the work carried out during the extended period. The price adjustment for increase or decrease in cost of fuel & lubricants shall be paid in accordance with the following formula:

$$VP = 0.85 \times PF/100 \times R \times (F1-F0)/F0$$

Where;

VP = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for fuel and Lubricants.

PF = Percentage of Fuel and Lubricant component of the work.

F0 = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at -----on the day 30 days prior to the date of opening of Bids.

F1 = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at -----for the 15<sup>th</sup> day of the middle calendar month of the quarter under consideration.

(Note: for the application of this clause the price of HSD has been chosen to represent Fuel and Lubricant Group).

- 71) The MPM shall have the right to withhold or nullify the whole or part of the contractors payment to such an extent as may be necessary to protect MPM from sustaining any loss on account of short supply or any excess payments made etc., Excess /over payments as soon as they are noticed shall be adjusted in the next running bill of the contractor & in the case of final bill has already been paid, the excess/over payments made shall be recovered from the security deposit of the contractor.

**STATUTORY REQUIREMENTS:**

- 72) The contractor shall adhere to perform every duty and act expressed in the conditions of the tender notice. The contractor shall at all times comply with the provisions of the Karnataka Forest Act 1963 and Karnataka Forest Rules, 1969 and any statutory modifications thereof, from time to time in force there under, respectively,
- 73) The contractor shall abide by the provisions of Motor Vehicles Act /rules and any other applicable Act / rules of the legislature from time to time relating to the agreement and to the regulations and byelaws of any authority or authorities with their systems. And the provisions of the contract shall be deemed in all respect as subject to such Act and Rules.
- 74) The contractor shall adhere to all the Forest rules and regulations during the performance of the contract. The contractor shall comply with the transit rules in force framed under section 50 of the KARNATAKA FOREST ACT 1963 AND RULES 1969.
- 75) The pulpwood in transit may be stopped & examined at any place by any Forest Officer of MPM / Karnataka Forest Department or by the Police. The contractor or his representative in charge of such pulpwood shall produce the transit pass and furnish all the information which he is able to give regarding the same and allow examination of the goods and inspection of all the records connected with the goods and shall not in any way prevent or resist the stoppage or examination of the said produce or records by such officer. Any pulpwood or forest produce unloaded en-route will be viewed seriously by imposing heavy penalty/cancellation of the contract.
- 76) The contractor shall be responsible for any damage/injury to any person/animal/properties which may occur due to any causes of whatsoever in nature, whether due to the accidents, negligence or otherwise of the contractor or his representatives or his labourers, while fulfilling the obligations under the agreement.
- 77) The contractor shall be responsible for and shall pay any compensation to his own workmen Payable under the Workmen's Compensation Act 1923 (viii of 1923) for any injury caused to the workmen or death caused or occurred during the execution of work. If such compensation is to be paid by MPM as principal under sec (1) of section 12 of the said Act on behalf of the contractor it shall be recoverable by MPM from the contractor under sub-section (3) of the said section. Such compensation may be deducted without prejudice to any other remedy from any amount due or that may become due to the contractor.

- 78) The successful tenderer (s) shall be responsible for payment of contribution towards Employees Provident Fund if claimed under the Employees Provident Fund Act 1952 and the rules framed there under.

The contractor shall be liable to comply with all the Labour Laws and other statutory provisions/ Acts in so far as they relate to the men employed by him for execution of work under the contract and shall furnish documents/proof thereof to the MPM Ltd., If any amounts are found due for remittance under any Act by the contractor MPM Ltd., may insist upon immediate payment of the same by the contractor and production of proof thereof or remit the same to the concerned authorities out of the dues to the contractor. Any liability devolving on the MPM Ltd., on behalf of the contractor shall be passed on to the contractor and recovered from the bills/other dues that may be payable to the contractor.

- 79) For all acts of omissions and commissions resulting in the breach of the agreement conditions during contract period, the contractor will be solely responsible.

**OTHER CONDITIONS:**

- 80) The contractor shall transport only debarked Acacia /Eucalyptus pulpwood in the truck.
- 81) During the currency of the contract, if any portion or entire block of the plantation is set aside by MPM Ltd., for any reason the contractor shall not object to the same and carry out the work of extraction, debarking, collection, stacking and transportation in assigned block only.
- 82) If it appears to the Director (Forests) / Chief Forest Officers that the arrangement made by the contractor or his authorized representative are not adequate and not likely to fully keep up the terms of the agreement or for breach of any other contract conditions his contract may be cancelled and the security deposit forfeited in full or in part. The contractor is also liable to make good the loss that the mill may incur by his failure to perform the contract either fully or partly.
- 83) The contractor himself at his own cost should do formation of transportation roads. The contractor should not cut any tree or clear fell any bamboo clumps for formation of roads without prior permission of the Chief Forest Officer concerned in writing for movement of his Lorries. The contractor should stack the lots along the existing roads only. After the completion of work, the contractor shall repair the plantation roads wherever damaged.
- 84) During the movement of Lorries in the contract areas, the contractor shall ensure that there is no damage to the stacked lots.
- 85) The contractor shall not sub-let or assign his contract, or any portion thereof, to any person, whatsoever, without the previous permission of the Director (Fts.), MPM, Bhadravati in writing.

- 86) The contractor shall make his own arrangement to station his labourers for work. The contractor shall provide on or near the work site adequate housing accommodation, to his labourers, free of cost and also arrange to provide to them with clean drinking water and maintain register of payment of daily wages etc., made to the labourers and produce the same before the competent authority whenever asked for.
- 87) Children below 18 years shall not be employed.
- 88) The contractor shall be responsible for all acts of his labourers and the agents in the contract areas. He shall not obstruct or interfere with the works going on or to be embarked upon in the areas by the forest department.
- 89) The contractor shall apply for permission to work in the next area after completing the extraction and supply in the area allotted to him where upon, the Chief Forest Officer or an officer authorized by him shall inspect the area already worked and if satisfied with the quality of work, he may permit the contractor to work in the next area shown to him at his discretion.
- 90) The contractor or his authorized agent shall maintain an order book which shall be produced before the inspecting officer. Any remark or orders, instructions or memos, passed in the book are considered as written order for all practical purposes and compliance. If it is noticed either by the Chief Forest Officer or by the MPM Squad officials that the contractor or his authorized agent is not present in the contract area a show cause notice will be served on him with due acknowledgement. And the contractor will be blacklisted after three such consecutive notices.
- 91) In case of breach of any conditions supra, by the contractor, the Director (Forests) reserves the right to levy suitable penalty not less than **Rs.2,000/-** (Rupees Two thousand only) and recover the same from the bills of the contractor and from the Security Deposit furnished by the contractor. Besides the above the Director (Forests) at his discretion may annul the contract and the work partly / wholly will be got done through another agency or re-tendered at the risk and cost of the defaulting contractor. Any extra expenditure incurred and loss sustained by the mill in this regard shall be recoverable from the defaulting contractor.

#### **RIGHT OF FORECLOSURE OF CONTRACT:**

- 92) MPM reserves the right to foreclose the work order at any time without assigning any reason. The transactions will be closed by settling the accounts up to the date of foreclosure of the work order and no extra claims shall be entertained by MPM for such closure of the work order. The decision of the MPM is final in this regard and binding on the contractor.

#### **RIGHT OF TERMINATION:**

- 93) MPM Ltd., reserves the right to terminate the work order or any part thereof, at any time, if the contractor fails to fulfill their part of contractual obligations either with respect to the work order or any other work order released by MPM Ltd., by serving a written notice to the contractor.
- 94) Either party has right to terminate the work order or any part thereof by a written notice to the other, if
- Such other party becomes bankrupt or goes into liquidation and/or
  - Such other party makes a general arrangement for the benefit of its creditors and/or
  - A receiver is appointed for all the property owned by such other party.

Upon receipt of the said termination notice, the party receiving the notice shall discontinue all the work on the work order and matters connected with it.

**FORCE MAJEURE:**

- 95) Neither party shall be held responsible for any losses if the fulfillment of any terms of provisions of the agreement are delayed or prevented by an act of lawful government resolutions or other disorders, wars, acts of enemies, strikes, floods, act of god or act of states without limiting the foregoing, any other causes not within the control of the party, whose performance is interfered with and which by the exercise of reasonable diligence is unable to prevent whether all the cause, pre-cause herein before enumerated or not.
- 96) The party-claiming occurrence of any event under force majeure, shall give notice within 15 days of occurrence of such event of any force majeure circumstances, to the other in writing
- Since this contract involves transporting of Euca./Acacia/Pine pulpwood, the responsibility of transporting the same fully lies with the contractor & the contractor has to make adequate arrangement of coverage of insurance of the vehicle as well as goods carried in such vehicle.

**GOVERNING LAW AND JURISDICTION:**

- 97) The contract shall be governed and construed in accordance with the Indian Laws and regulations, and all matters arising out of the contract will be within the jurisdiction of Courts at Bhadravathi. Karnataka State, India.

**ARBITRATION:**

- 98) In the event of any controversy claim or dispute arising between the Supplier/Contractor and the Purchaser on any matter, relating to the Order/Contract or arising out of the breach thereof, as per clause no. (25), if the decision is not made by Director (Forests), MPM, Bhadravathi within 90 days or a decision is not acceptable to the contractor, the same shall be referred to the arbitration of one person if mutually agreed upon between the parties, otherwise two arbitrators one to be appointed by each party to the reference.

The arbitrators so appointed shall appoint an umpire. This arbitration shall be in accordance with the provisions of the Indian Arbitration Act 1996 as amended from time to time. The venue of arbitration shall be Bangalore.

**PENALTIES:**

- 99) In case of breach of any conditions supra, viz, 47 to 49, 51 to 54, 56 to 58, 63 to 73, 75 to 77, 87 to 95, 97 & 98, by the contractor, the Director (Forests) reserves the right to levy suitable penalty of not less than **Rs.2,000/-** (Rupees Two thousand only) and recover the same from the bills of the contractor and from the Security Deposit furnished by the contractor. Besides the above, the Director (Forests) at his discretion may annul the contract and the work partly / wholly will be got done through another agency or re-tendered at the risk and cost of the defaulting contractor.

If it is not possible to recover any amount levied as penalty out of the pending bills or security deposit of the contractor, the same shall be recoverable from any other bills/Security Deposit of the same contractor payable by the MPM Ltd.,

- 100) The following Schedule is appended to this notification.

Schedule Annexure 'A': List of Plantations with their estimated yields: amount of EMD, Security Deposit to be deposited and period of contract.

Schedule Annexure 'B': Part- II- Price Bid.

Certificates/Documents to be furnished by others: (NON-REGISTERED CONTRACTORS)  
Annexure-C.

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**APCCF & DIRECTOR (FORESTS)**

Tender No. FFR/DF/RM/2014-15/61 dated 22.05.2014

**SCHEDULE-ANNEXURE –‘A’**

Transportation of Acacia &amp; Euca Pulpwood from 2008/2009 MPM CP to MPM Ltd., Bhadravathi

**BHADRAVATHI DIVISION:**

Sl. No.	MPM Pln. No.	Name of the Plantation	Unit No	Year of Pltg.	Species	Extent in Ha.	Esti. Yield in M.T.	Lead in Kms.	EMD Amount	SD Amount
1	34 A	1983/08 Udevu	BDU-1280	2008	Euca.	32.50	350	40	2500	5000
2	04	1981/08 Udevu	BDU-1281	2008	Euca.	40.00	450	42	2500	5000
3	12	1982/08 Udevu	BDU-1282	2008	Euca.	75.00	1000	42	5000	10000
4	188	1987/09 Yemmedoddi	BDY-1283	2009	Euca.	75.00	1200	50	6000	12000
5	118	1985/09 Balliganur	BDB-1284	2009	Euca.	30.00	350	49	2500	5000
6	863,864 865, 866	1995/08 Thammadihalli	BDT-1285	2008	Euca.	66.00	2100	16	10500	21000
7	863,864 865, 866	1995/08 Thammadihalli	BDT-1286	2008	Euca.	46.00	1400	16	7000	14000
8	942	1996/09 Thammadihalli	BDT-1287	2009	Euca.	22.50	500	16	2500	5000
9	776	1994/08 Honnatti	BDH-1288	2008	Euca.	39.00	600	10	3000	6000
10	181 A	2009 Jedikatte	BDJ-1289	2009	Euca.	78.00	1800	15	9000	18000
11	572	2008 Kalanakatte(R)	BDK-1290	2008	Euca.	3.30	100	10	2500	5000
<b>Total</b>						<b>507.30</b>	<b>9850</b>			

**SAGAR DIVISION**

1	358	Mulugudde	SAM-1291	2008	E.pellita	18.00	1400	98	7000	14000
2	166	Umapathi	SAU-1292	2008	Aca.hyb	16.00	1000	98	5000	10000
3	358	Mulugudde	SAM-1293	2008	Aca.hyb	9.00	750	98	3750	7500
4	108	Goragodu	SAG-1294	2008	Aca.hyb	14.00	950	98	4750	9500
5	147	Sonale	SAS-1295	2008	Aca.hyb	6.00	400	114	2500	5000
6	157 A&B	Chikkanallur	SAC-1296	2008	E.pellita	19.00	950	120	4750	9500
7	158	Hiremane	SAH-1297	2008	E.pellita	22.00	1100	130	5500	11000
8	86	Gogga	SAG-1298	2008	E.com.	58.00	1160	85	5800	11600
9	559	Ittigehalli	SAI-1299	2008	E.com.	50.00	1000	78	5000	10000
10	560	Huliganakatte	SAH-1300	2008	E.com.	17.00	340	78	2500	5000
11	561	Ittigehalli	SAI-1301	2008	E.com.	50.00	1000	78	5000	10000
<b>Total</b>						<b>279.00</b>	<b>10050</b>			

**THIRTHAHALLI DIVISION:**

1	267	Seeke Bl.	THS-1302	2008	Aca.hyb	10.00	800	80	4000	8000
2	150	Hosakesare Bl.	THH-1303	2008	Aca.hyb	17.00	1400	98	7000	14000
3	141	Humchadakatte Bl.	THH-1304	2008	Aca.hyb	16.40	750	80	3750	7500
4	387	Kalkoppa Bl.	THK-1305	2008	Aca.hyb	20.00	1350	75	6750	13500
5	909	Hulugudde Bl.	THH-1306	2008	Aca.hyb	14.75	550	75	2750	5500
<b>Total</b>						<b>78.15</b>	<b>4850</b>			

**ABSTRACT OF 2008/2009 MPM CAPTIVE PLANTATIONS**

DIVISION	SPECIES				Total	
	Acacia/Acacia hyb.		Euc. Pellita/Euc.com.		Extent in ha.	Qty in MT
	Extent in ha.	Qty in MT	Extent in ha.	Qty. in MT		
Bhadravathi	507.30	9850			507.30	9850
Thirthahalli	234.00	6950	45.00	3100	279.00	10050
Sagar			78.15	4850	78.15	4850
<b>Total</b>	<b>741.30</b>	<b>16800</b>	<b>123.15</b>	<b>7950</b>	<b>864.45</b>	<b>24750</b>

## PRICE FORMAT

### Annexure -B

#### TENDER FORM

(To be kept in a separate cover duly super scribed)

Sub: Tender for transportation & delivery of Acacia/Eucalyptus pulpwood from MPM CP of Bhadravathi, Sagar & Thirthahalli divisions to MPM raw materials yard Bhadravathi.

Ref: **Tender No. FFR/DF/RM/2014-15/61/dt.22.05.2014**

Name of the Contractor & Address	
Phone Nos:      Office: Mobile: Residence	
<b>E-mail ID</b>	

I/ We am/are residing in -----taluk-----District-----State to offer my/ our tender in response to your notification No.FFR/DF/RM/14-15/61/dt.22.05.2014.

I/ We am/are abide by the tender conditions that are noted in the detailed tender notification dated: ----- and any other conditions that the Mysore Paper Mills Limited Company, Bhadravathi may issue from time to time, failing which I/ We am/are agree to pay the penalty as prescribed in the detailed tender notification dated.-----

I/ We am/are do not take back my / our offer of tender till such time of acceptance or otherwise of tender is intimated to me /us.

In case I/ We am/are take back my/our offer of tender I/ We am/are liable for payment of any penalty that the Mysore Paper Mills Limited Company, Bhadravathi may impose to make good any loss that the Company may incur on account of such action of mine/ours.

Breach of any of the tender conditions notified and also conditions noted supra by me/us will entail forfeiture of Earnest Money Deposit.

The unit of transportation and supply of pulpwood from captive plantation may be re-tendered at my /our risk and cost and I/ We am/are liable to make good any loss arising out of such re-tender. I/ We am/are shall not be entitled to the profits resulting thereby.

I/ We am/are offer the tender with an earnest Money Deposit of Rs.----- (Rupees----- only) vide demand draft No.----- dated-----.



## SCHEDULE (RATE OFFERED)

UNIT NO.	
NAME OF THE PLANTATION	
EXTENT IN HECTARE	
LEAD IN KMS.	
ESTIMATED QUANTITY TO BE SUPPLIED IN MT	

		<b>PRICE PER MT</b>
	TRANSPORTATION & DELIVERY TO MPM MILLS YARD (Excluding Service Tax)	Rs.

(Total cost per MT in words Rupees. \_\_\_\_\_)

Validity - 90 days

Place: Bhadravathi

SIGNATURE OF TENDERER

Date:

Signature with Seal.

NAME:

ADDRESS:

**For Office Use Only**

- 1) Time and date of opening of Tender :
- 2) Designation of the Officer who open the tender:

Signature of the Officer & Designation

## Annexure - C

### LIST OF CERTIFICATES TO BE FURNISHED FOR REGISTRATION

1	Name of the Applicant (firm or contractor)	Enclosed/not enclosed
2	Full Address (Residential address with phone/cell No.	Enclosed/not enclosed
3	Previous registration No & dt in MPM as a forest contractor, if any	Enclosed/not enclosed
4	Turn Over (Balance Sheet) for the past three years.	Enclosed/not enclosed
5	In come tax Clearance Certificate issued by the Income Tax Dept.	Enclosed/not enclosed
6	Sales Tax Certificate issued by Commercial Tax Dept.	Enclosed/not enclosed
7	To execute Rs.25,000/- Bank Guarantee for one year in the name of Director (Forests),MPM Ltd, Bhadravathi.	Enclosed/not enclosed
8	To execute Bank Guarantee as below: a) For cutting and transportation of pulpwood i.e., Euca, Acacia & Pine - Bank Guarantee of Rs.25,000/- b) For cutting and transportation of Bamboo-Bank Guarantee of Rs.25,000/-. For extraction & transportation of both pulpwood and bamboo - Bank Guarantee of Rs.50,000/-	Enclosed/not enclosed
9	Extent of solvency (details of immovable property in his name and the value thereof). A certificate should be produced from the revenue dept.	Enclosed/not enclosed
10	The contractor should enclose the work performance certificate and no due certificate from the concerned Chief Forest Officer for having taken up extraction and transportation work in the previous years in MPM	Enclosed/not enclosed
11	The contractor should enclose the work performance certificate and no due certificate from the concerned Forest office of KFD for having taken up extraction and transportation work.	Enclosed/not enclosed
12	The contractor should have experience in cutting and transportation of 1000 MT of pulpwood in MPM/KFDC/KSFIC/ KFD for having taken up extraction and transportation work.	Enclosed/not enclosed
13	To perform cutting and transportation of both pulpwood and bamboo, the contractor should own at least one lorry in his name (connected documents to be enclosed)	Enclosed/not enclosed
14	An undertaking on a stamped paper of Rs.30/- for not blacklisted either by MPM or KFD.	Enclosed/not enclosed
15	As the applicant registered himself as a contractor with any other registering officer in the forest department? If so, full details have to be furnished.	Enclosed/not enclosed
16	Name of the forest leases/forest works he wished to take and the amount upto which he wished to take lease/ undertake works	Enclosed/not enclosed
17	Demand Draft in the name of M/s. MPM Ltd, Bhadravathi towards registration charges of Rs.1000/-(rupees one thousand only)	Enclosed/not enclosed
18	A copy of Registration certificate issued by the Service Tax department	Enclosed/not enclosed