

**THE MYSORE PAPER MILLS LIMITED**  
**FOREST DIVISION**

**SHORT TERM TENDER NOTIFICATION**

1. **SHORT TERM TENDER NO. MPM/FFR/DF/TA/18-19/002 dtd.12.06.2018.**
2. **(E-PORTAL TENDER NO: MPM/FFR/DF/TA/18-19/002 dtd.12.06.2018**

E-TENDER FOR RAISING AND MAINTENANCE OF PULPWOOD CAPTIVE PLANTATIONS IN BHADRAVATHI/RESEARCH/ THIRTHAHALLI/ SAGARA FOREST DIVISIONS OF "THE MYSORE PAPER MILLS LTD.," BHADRAVATHI DURING THE YEAR **2018-19**.

<b>SHORT TERM TENDER NUMBER IN E-PROCUREMENT PORTAL:</b>	<b>MPM/FFR/DF/TA/18-19/002 dt.12.6.2018</b>
<b>Last Date &amp; Time for receipt of tenders :</b>	<b>26.06.2018 UPTO 15.00 hours</b>
<b>OPENING OF TECHNICAL BIDS PART –I WILL BE OPENED ON</b>	<b>29.06.2018 at 11.00 hours</b>
<b>PART –II WILL BE OPENED ON</b>	<b>Will be informed subsequently</b>

**THE MYSORE PAPER MILLS LIMITED**  
**PAPER TOWN, BHADRAVATHI**

REF: Short term e-Tender Notification No. **MPM/FFR/DF/TA/18-19/002 dtd. 12.06.2018**

**PURPOSE:**

The purpose of these instructions is to serve as guide lines to Tenderers while submitting their tender for raising and maintenance of pulpwood captive plantations as described in the E-tender notification No . **MPM/FFR/DF/TA/18-19/002 dtd.12.06.2018.**

**INFORMATIONS TO TENDERERS**

2. Short term e-Tender is hereby invited for raising and maintenance of pulpwood captive plantations of MPM Forest divisions during **2018-19** as per the details in the schedule 'Annexure 'A'.
3. The nature of work is of biological in nature, where in living plants have to be planted. The survival and growth of plants in a plantation is very important to get better yield of pulpwood, which is known only after certain period of time. Mere planting without due care or just survival of plants for a shorter period may not be accepted. This work can be taken up by only experienced persons.
4. Forestry works are seasonal and time bound and has to be executed accordingly. Hence, the tenderers may please note that pre-planting works will be in process and carried out departmentally till finalization of the tender process and award of the work to the L-1 contractor. After finalization of the same, the remaining planting works will be awarded to the L-1 Contractor.

**Work for the sake of Work won't serve the purpose**

The nature of work in research is highly specialized and technical. The planting is to be carried out species wise, provenance wise and clone wise, and the identity of each of the treatment is to be kept in record and on the ground. Certain experiment has to be laid out as per the standard statistical designs and survival and growth is to be monitor at regular intervals. Unwarranted mixing of species, provenance, progenies and clones will spoil the spirit of research and defeat the purpose of research.

5. The descriptions of the plantation 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.
6. Total extent and species to be planted as per Annexure 'A' is indicative and only approximate. Actual extent 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 raise and maintain pulpwood captive plantations as the case may be during **2018-19**. The entire ripped /pitting area has to be converted into pulpwood plantation.

7. MPM Ltd., reserves the right to increase/decrease the extent +/- 25% indicated in the tender and to accept any tender wholly or partly at its option.
8. The tenderers shall inspect, in advance, the notified area and nurseries and should satisfy themselves regarding the availability of notified area in the unit, distance and all other prevailing conditions as complaints regarding such matters will not be entertained subsequently after the receipt of tenders.
9. Tenderers are advised to study the document thoroughly and furnish the relevant information and copies of documents. Incomplete offers are liable for rejection.
10. 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 Officer, Bhadravathi/Research/Thirthahalli/Sagara the terms and conditions of the contract that shall be embodied in the agreement before submitting the e-tender.

#### **WHO CAN PARTICIPATE:**

11. Only persons who have registered as Forest Contractors in the Office of Chief Forest Officers, MPM, Bhadravathi/ Research/Thirthahalli/Sagara and in the office of the Director (Forests), MPM, Bhadravathi can participate in the tender. Any interested person/firm who are not having registration are permitted to register with Chief Forest Officer, MPM, and participate in the tender.
12. 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 and the Earnest Money Deposit kept by them with the tenders will be forfeited by the Mysore Paper Mills, Bhadravathi. 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.

#### **HOW TO SUBMIT:**

13. Interested Registered Forest Contractors who wish to carry out the notified works can apply through E-procurement platform electronically (in the prescribed format).
14. The tender processing fee should be paid electronically to the e-procurement account. Certified copies of relevant documents needs to be scanned and attached. All the tenders documents can be down loaded from the e-procurement portal in the following web-site.

- ❖ <http://eproc.karnataka.gov.in>
- ❖ E-procurement help desk contact No.080-25501216, 080-25501227
- ❖ Bhadravathi & Research, contact No.08282-270472, Thirthahalli- contact No.08181- -228264 & Sagar-contact No.08183-226281 MPM Forest Divisions (working hours Monday to Saturday 9.00 a.m. to 5.00 p.m.).

The intending contractors should be familiar with:

- ❖ The Karnataka Transparency in public procurement act (KTPP Act)1999
- ❖ E-procurement procedure.

The pre-qualification/technical Part-I will be opened at 11.00 AM on **29.06.2018**. The price bid Part-II of the pre-qualified tenderers, whose part-I offer is accepted will be opened subsequently. Late offers and tenders with incomplete information are liable for rejection.

### **TERMS AND CONDITIONS**

15. The Tenderer should be subscribed as “carrying out of Forestry works such as Raising & maintenance of pulpwood captive plantations and mentioning plantation Name & Unit No. etc., on the tender document and submit within the specified time.
16. Tender should contain part-I (technical bid) and Part-II (financial bid ) in the separate prescribed form for each contract unit. Tenderers should give their full name, correct address, age and all information required in the form.
17. 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 Director or any other person duly authorized by company (attested copy of authorization to be attached), authorized by him. The Company should be registered one and a Limited one.
18. 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.
19. Telegraphic Tenders, conditional tender or tenders sent otherwise than as laid down above would not be considered.

20. **EARNEST MONEY DEPOSIT:** The Tenderer must remit with his offer of **59,297/-** Earnest Money Deposit (This amount is the highest among **85** units). The EMD varies for different units. At the time of finalization of tender the EMD amount prescribed for the unit will be accepted and balance amount will be adjusted towards security deposit or refunded)
21. The EMD as indicated in the schedule against each contract unit @ 2.50% of the total amount of the estimate for a particular contract unit, but not below Rs.5,000/- for each unit and tender processing fee as per e- procurement portal as shown any one of the below.
1. Credit Card 2. Direct Debit 3. NEFT 4. OTC
- a) The tenderer shall ensure credit of tender processing fee and EMD in a single transaction payment in the respective bank accounts of e procurement on or before last date of bid submission. In case if the tenderer makes part payment are liable for rejection.
  - b) Tender in respect of which earnest money is not deposited shall be summarily rejected.
  - c) The EMD will be returned to the unsuccessful Tenderers in due course after finalisation of the Tender. The EMD of the successful Tenderer will be adjusted towards Security Deposit. The EMD will not fetch any interest.
22. The Tenderer shall also be accompanied by a valid solvency certificate for an amount in the prescribed form as detailed below:

Sl.No.	Tender Amount (Rs.)	Solvency Amount (Rs.)
1)	Upto 1,00,000/-	Nil.
2)	Upto 5,00,000/-	50,000/-
3)	Upto 10,00,000/-	1,00,000/-
4)	More than 10,00,000/-	2,00,000/-

23. Tenderer shall quote their lowest possible rate on per hectare cost basis in the prescribed form including the items noted below:

The rates should be quoted on per hectare cost basis for raising and maintenance of captive pulpwood plantations which includes transportation of seedlings from nursery site to plantation site (including loading and unloading), conveying polythene bagged seedlings from periphery to the planting spot, soaking of polythene bagged seedlings in anti-termite solution before planting, planting of polythene bagged seedlings in pits removing polythene bag without disturbing the ball of earth, replacement of casualities, transportation of fertilizer & application of fertilizer to plants @ **50** gms. per plant in two doses (DAP-30 gm, Urea-15gm, MOP- 5 gms) or other type of fertilizer suggested by the Director (Forests), first weeding inside the trenches and in the entire area, digging of soil 15 cms

depth all along the trenches, of 1.00 mtr width, second weeding inside the trenches and in the entire area, fire tracing and protection of plantation.

24. In case, the lowest rate offered appears to be reasonable considering the prevailing MPM model estimate, the contract may be awarded to the lowest bidder. If MPM considers the rates offered by the tenderer are on the higher side, then MPM reserves right to negotiate with L1 tenderer and/Or cancel the tender.
25. A copy of the standard agreement is available in the office of the Chief Forest Officer, MPM, **Bhadravathi/Research/Thirthahalli/Sagar** 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.
26. Amendment or addendum or corrigendum, if any to this notification will be put up on the notice board of the office of the Chief Forest Officer, MPM, **Bhadravathi/ Research/ Thirthahalli/ Sagar** and as well as in E-portal also.

#### **OTHER TERMS AND CONDITIONS:**

- a) The contractor should execute on Rs.100/- stamp paper an affidavit, stating that he is not black listed for any reason.
- b) The following documents are to be provided with Xerox copies duly attested by the Gazetted Officer.
  - i) CST/VAT
  - ii) PAN card
  - iii) Balance Sheet Statement with minimum turn over of Rs.50 lakhs transaction per year for the last 03 years.
  - iv) Work experience certificate in plantations works particularly raising and maintenance of pulpwood plantations issued by the officer not below the rank of Dy. Conservator of Forests and Chief Forest Officers, MPM Ltd., for having carried out similar type of works in MPM Ltd., or Karnataka Forest Department or District level offices in any other department of Karnataka State Government for 03 years.
  - v) Contractor should submit an affidavit regarding adherence to the conditions imposed from time to time by the Chief Forest Officers, MPM of concerned divisions of tendered units and his subordinate officers and staff.

## **FINALISATION OF TENDER AND ISSUE OF O.M.:**

27. The tender is subject to acceptance by the competent authority as the case may be who may accept or reject the same without assigning any reasons for doing so. Tenders will be submitted to the competent authority for consideration.
28. While deciding the tenders, either for acceptance or rejection the arrears of contract work on hand of the contractor and his capacity to execute the contract and his performance in respect of previous contract will be taken into consideration.
29. 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.
30. Transfer of contract shall be affected at request of the contractor in favour of another registered competent contractor 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 Chief Forest Officer, MPM, Forest division concerned either to accept or refuse such transfers. In case of the death of a successful tenderer (contractor), transfer of contract shall be effected in favour of his legal heirs on request without transfer fee.
31. 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, Bhadravathi and within 90 days the Director(Forests), MPM shall take decision and the decision of the Director (Forests), MPM Ltd., shall be final and binding on the contractor.
32. The Technical Bid Part-I only be opened at 11.00 AM on **29.06.2018**. The price bid part-II of the pre-qualified tenderers, whose part I offer is accepted will be opened subsequently for which the date and time will be mentioned separately.
33. The result of the tenders will be communicated to the successful tenderer as early as possible, but not later than 30 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 Chief Forest Officer, MPM, Ltd., **Bhadravathi/Research/Thirthahalli/Sagara** 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.

34. VALIDITY: The offer shall be valid for a minimum of 30 days for acceptance from the date of receipt of offer at our end.

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

35. 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** @ 10% of the total estimated amount for a particular plantation work, but not below **Rs.10,000/-** in the form of a demand draft drawn in favour of “The Mysore paper Mills Ltd.,” Bhadravati payable at Bhadravathi-577 302 (Karnataka State) on any scheduled bank having branch a branch office at Bhadravati in Karnataka State, on the tender value and execute an agreement with the Chief Forest Officer in the prescribed form, on a stamp paper of value of, Rs. 100/- ( Rs.One 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 for the due fulfillment of the contract and balance amount will have to be paid by the contractor as security deposit.

36. In the case of the successful tenderer, the amount of security deposit kept as per clause (34) above, will be refunded after one year i.e., at the end of **August 2019**, once the contract is satisfactorily completed and only after the receipt of work completion certificate issued by the concerned AFO's. This amount will not attract any interest.

37. 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 retendered or taken up departmentally or through another agency.

38. The contractor shall commence the work of raising and maintenance of captive pulpwood plantations which includes, transportation of seedlings/root trainer plants from nursery site to plantation site(including loading and unloading), conveying polythene bagged/root trainer seedlings from periphery to the planting spot, soaking of polythene bagged seedlings in anti-termite solution before planting, planting of polythene bagged seedlings in pits removing polythene bag/root trainer without disturbing the ball of earth, replacement of casualties, transportation of fertiliser & application of fertiliser to plants @ **50** gms. per plant in two doses , first weeding inside the trenches and in the entire area, digging of soil 15 cms depth all along the trenches, of 1.00 mtr width, second weeding inside the trenches and in the entire area, fire tracing and protection of plantation as per calendar of operations within 10 days of signing the contract agreement by taking over the area from the concerned Assistant Forest Officer of MPM Ltd with due acknowledgement and with the written permission from the Chief Forest Officer concerned.

39. If the successful tenderer after execution of agreement fails to start the awarded work within **10** 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.

#### **WORK DESCRIPTION AND SPECIFICATION:**

40. The contractor has to take over charge of the area allotted to him for working from the concerned AFO of MPM Ltd., before commencement of the work along with the plantation survey sketch and hand over its charge after the expiry of contract period as detailed in the schedule with due intimation to the Chief Forest Officer.
41. The contractor shall know the actual block to be planted and restrict the plantation work only to such demarcated blocks. In case the contractor initiates planting activity in blocks which are not notified for the planting he shall be penalized. Hence, the contractor should make sure that the blocks are demarcated on the ground with joint inspection with the concerned Assistant Forest Officer. Any complaint shall not be entertained in later days if contractor starts plantation activities without proper taking over of the area from the Assistant Forest Officer.
42. The work should be done in accordance with the specification laid out in the office of the Chief Forest Officer, **Bhadravathi/Research/Thirthahalli/Sagara** under the close supervision of works by the AFO's of the MPM Ltd.
43. The amount of work is purely on specification as per the sanctioned estimate.
44. The operations are seasonal and the contractor shall do the works in time as per calendar of operations. Failing which, a seven days written notice will be issued and the contract will be cancelled and the work will be got done through departmentally at the risk and cost of the contractor.
45. Since the plantation works are seasonal, any operations carried out before the finalization of tender and if any operations are likely not to be carried out, work order will be issued for the remaining item of works omitting such of the above works from the tender notification.
46. The contractor shall report to AFO's as regards to date of commencement of work and date of completion of seasonal works, marking a copy to the Chief Forest Officer and obtain acknowledgement.
47. As soon as any of the plantation operation is completed as per calendar of operations, the work will be measured for actual quantity by the concerned AFO and entries will be made in the Field Note Book/Masurement Book. The same shall be acknowledged/attested by the contractor in the FNB/MB with dated initials. The CFO of respective division will finally check the work and admit the quantity before settling the bill.
48. The Contractor shall transport only good and healthy seedlings from the nursery site to the planting site as per the instructions and guidance from the concerned AFO. The number of polythene bagged seedlings/root trainer plants thus transported to the planting site should be handled carefully with utmost care, so that transportation damage should not be more

than 2.5% of the total seedlings transported to the particular planting site. Any excess damage will be made good from the contractor recovering the cost of the damaged seedlings.

In case of no rains, the transported seedlings at planting site should be watered regularly and protected from any damage. Failing which the cost of damaged seedlings will be made good from the contractor after drawing a mahazar at planting site. The contractor shall be responsible for the safety of Polythene bagged seedlings/root trainer plants collected by him, the quantity thereon till its delivery to the planting site and planted. If any loss/damage occurs either in the areas or during the transit, it shall be made good by the contractor as assessed by the concerned Assistant Forest Officer of MPM Ltd. and approved by the Chief Forest Officer, MPM, **Bhadravathi/Research/Thirthahalli/ Sagara.**

49. The suggested plant density for various species are as under:
  - i. Dry Zone- pulpwood seedlings/ramets– 2500 plants per Ha.
  - ii. Wet Zone- pulpwood seedlings/ramets -2300 plants per Ha.
50. In Wet Zone in particular, pulpwood seedlings/ramets should be planted along the CPT and the boundary of the plantation at 1.00 mtr apart in one row and to a maximum of 150 seedlings per Ha. in Dry/Wet zone.
51. The contractor at his own cost shall provide all the tools and implements required for the work. And only the required manpower in each plantation area is to be engaged by issuing the tokens for particular unit as identification.
52. The contractor shall transport the fertilizer supplied by the MPM Ltd., to the planting site in time as per release made by the Assistant Forest Officer concerned to the particular planting site and apply to plants in time @ 50 gms per plant in two doses under the supervision of the Assistant Forest Officer/Officers authorized by him.
53. The contractor shall be responsible for the safety of Fertilizer collected by him, the quantity thereon till its delivery to the planting site and applied to plants. If any loss/damage occurs either in the areas or during the transit, it shall be made good by the contractor as assessed by the concerned AFO of MPM Ltd. and approved by the Chief Forest Officer, MPM, **Bhadravathi/Research/Thirthahalli/ Sagara.**
54. 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 stamped 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.

- 55.** The raising and maintenance of plantations includes the following procedures which are to be followed and implemented properly by the contractor. The work schedule and rates for work are as per the prescribed model estimate of MPM for the year.

The raising and maintenance of captive pulpwood plantations which includes trench mound formation, transportation of seedlings from nursery site to plantation site (including loading and unloading), conveying polythene bagged seedlings/root trainer plants from periphery to the planting spot, soaking of polythene bagged seedlings/root trainer plants in anti-termite solution before planting, planting of polythene bagged seedlings/root trainer plants in pits removing polythene bag without disturbing the ball of earth, replacement of casualties, transportation of fertilizer & application of fertiliser to plants @ 50 gms. per plant in two doses , first weeding inside the trenches and in the entire area, digging of soil 15 cms depth all along the trenches of 1.00 mtr width, digging demarcation trenches, fixing treatment and experiment boards and writing, second weeding inside the trenches and in the entire area, fire tracing and protection of plantation shall be carried out, according to the instructions or programme laid down by the Assistant Forest Officer of MPM Ltd., from time to time pertaining to this contract.

Experimental field trails as per the design given by the research wing with required number of treatments and replications meeting the statistical standards. Some of the trials are to be laid out are :

1. Randomized Block Design (RBD) with gross plot of 7 plants X 7 plants with 5 X 5 plants with assessment plot 5 X 5 plants gross plot 3 X 3 plants assessment respectively.
2. Split plot design.
3. Factorial design.
4. Incomplete Block Design.
5. Site X clone interaction trial
6. Pilot plots
7. Seedling/Clonal seed orchards
8. Permanent Sample Plots (PSPs)

Apart from the laying out of the above trials the clones has to be planted in strips and blocks keeping the identity on the ground. Each treatment has to be demarcated by digging demarcation trenches or by fixing the marker stones or some times both.

The survival and growth is monitored by recording the growth measurement periodically in consultation with AFO and Chief Forest Officer, Bhadravathi & Research/Thirthahalli/Sagar.

The tenderer shall be fully responsible for 100% survival of plants and quality of the plantation till the end of the contract period. The minimum height growth after six months for different species shall be 1.80 Mtr.

The transportation of plants (seedlings/ramets) is to be carried out by keeping the identity of species/provenance/ progenies and clones by proper partition and unloaded in the planting site accordingly.

The contractor shall take care of safety and security of root trainer and same has to be retrieved after planting and transported back to concerned nursery. The contractor has to make good the loss of root trainer if any by paying the cost to the mills.

Hence, the tenderer shall take due care of the plantation keeping the above parameters in mind. For any lapses, the entire cost incurred on such works will be made good from the contractor.

56. If the progress of the work is not to the satisfaction of the Chief Forest Officer/AFO's, it will be at his discretion to make alternate arrangements for the completion of the work at the risk and cost of the defaulting contractor and the loss to the MPM LTd., if any extra expenditure from such alternate arrangement made, will be recovered from the contractor's bill/Security deposit/as per law in force as the case may be.
57. If the progress of work in the plantation area is not satisfactory the Chief Forest Officer, on the recommendation of AFO's 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 Chief Forest Officer, MPM Ltd., of respective division will be final and binding on the contractor.
58. The contractor shall render monthly accounts of the plantation operations carried out in the contract area to the AFO concerned before the 2<sup>nd</sup> day of succeeding month of operations/activity carried out in the following proforma. Failure to submit monthly progress report shall be reckoned as distinct breach of the terms and conditions of the contract.

## PROFORMA- I

**Progress report showing the particulars of captive plantation activity in -----  
-----plantation area for the month of-----**

Name of the Unit: \_\_\_\_\_ Name of the contractor: \_\_\_\_\_

Year & Name of the Plantation: \_\_\_\_\_ Extent in Ha. \_\_\_\_\_

Species planted: \_\_\_\_\_ No. of seedlings planted: \_\_\_\_\_

Date of signing agreement: \_\_\_\_\_ Date of work order: \_\_\_\_\_

Date of taking over the contract area: \_\_\_\_\_

Year & Name of the Plantation area	Operations/ activity carried out	Date of Commence- ment	Date of completion	Date of Measurement by the AFO	Remarks
1	2	3	4	5	6

i. Date:

ii. Place: \_\_\_\_\_ Signature & Name of the contractor

### **SAFETY REQUIREMENTS:**

59. The contractor is wholly responsible for the protection of plantation against any cattle damage, encroachment etc., from the date of execution of the agreement with MPM till he completes the works and hand over the area back to the MPM Ltd.

60. **PROTECTION FROM FIRE:** The contractor shall make his own arrangement for the protection of plantation and the standing growth from fire in the contract area. The contractor shall keep the boundary line of the of the contract area clear of undergrowth to a width of 3 meters and fire traced. In addition, fire tracing should be done up to a width of 3 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.

61. Incase 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.

62. 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 AFO. Due to fire accident, if plantation is burnt, the cost of plantation will be recovered apart from imposing fine for the said negligence as assessed by the Chief Forest Officer, MPM, **Bhadravathi/Research/Thirthahalli/ Sagar**. And in case the plantation is insured, the gross loss minus insurance claim settled also will be recovered from the concerned contractor's account.

63. Fire damage will also include damage to the standing crop and the AFO 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.

64. **PROTECTION FROM ILLICIT CUTTING:** During the currency of the contract, if any illicit felling takes places in the allotted area the contractor shall be responsible to make good the loss of such material as assessed by the AFO and the same will be recovered from his Security Deposit/concerned bills of the contractor.

65. The contractor shall take all precautions to ensure that no damage is caused to the natural tree growth standing in the plantation or to the trees in the adjacent plantations. 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 Officers of respective Forest divisions/Director (Forests), MPM Bhadravati.

66. **PREVENTION AGAINST CATTLE DAMAGE:** Plantation requires protection against grazing. The contractor shall erect the brush wood fence using 2.00 mtr fence post of 2 to 3 inch diameter , firmly fixing 45 cms in depth in the ground at 1.00 mtr apart and then, tying bamboo/brush wood in three rows ,providing gates and crossings wherever required. Cattle and/or animals can be kept out only if the fence already erected, is properly maintained. No maintenance cost of fencing will be provided. In the event of any damage to plantation, the contractor shall be liable to pay the amount of damage and penalty as assessed and levied by the Chief Forest Officers of respective Forest divisions /Director (Forests), Bhadravati

67. **PREVENTION AGAINST THEFT:** During the currency of contract, the contractor shall be responsible for all the polythene bagged seedlings/root trainer plants any material transported and kept 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/used for planting.

## **PERIOD OF CONTRACT:**

68. The period of contract shall be from the date of executing of agreement up to **31.08.2019**

## **CALENDAR OF OPERATIONS:**

69. It is essential that plantation work is properly organized. The contractor shall do the various works connected with a plantation as in the sanctioned estimate according to a time table, prepared in advance. If any of the operations is lost sight of, or not done in time, the success of the whole plantation is **jeopardized**. The tenderer should not commence any work/operations without the written permission of the Chief Forest Officer. However, the period for different works are as follows:

### **a) Formation of mounds in the ripped area:**

This should be done during April- May. In wet zone, where rainfall is heavy or moderate, the dug up soil is filled up in the trench to make a ridge or in case of a pit, a raised heap. The height of heap or the ridge is generally 10 cms above the ground level. In dry Zone i.e., in low rainfall areas, efforts have to be made to conserve the moisture and therefore principles of dry farming have to be applied, viz., deep and thorough soil working, keeping the surface soil loose.

### **b) Fencing :**

Soon after starting the soil preparation, arrangements should be made to fence the area using brushwood

### **c) Monsoon planting in June-July:**

The planting is done as soon as the rains have set in fully and soil is soaked to about 30 cms depth. After the monsoon has fully set in, not a day should be wasted as delay has a serious adverse effect on the height growth of seedlings. The contractor shall commence the planting work as early as possible, but not beyond 3 days after the written instruction by the AFO . Efforts should be made to complete the work as early as possible once it is started. But planting should not be done when the soil is too dry/too wet & sticky may be wet and sticky. Soaking of Pb seedlings before planting with antitermite solution (Chlorophyriphos) is must wherever necessary.

In order to plant a polythene bag seedling, the pit in which the ball of plant is to be planted should be of a size sufficient to contain the ball plant. The plant should be held in a vertical position by the collar in the centre of the pit. The plants with ball of earth have to be handled carefully in transport so that the ball of earth is not damaged.

**d) Casualty replacement:**

Plantings are never cent percent successful and there are always some failures to a tune up to 10% or blanks in the plantation. As these blanks are likely to get infested with grass and weeds and pose a fire hazard in dry season and then to get 100 % successful plantation, those casualties has to be replaced by good planting stock so that it catches up with the rest of the crop. Similarly beating up work should be done by the same species which would go well with original species. Planting out weak, small sized plants is a waste of time and money. Such work will not be considered for payment.

**d) Application of fertilizer**

Suphala 50 gms per plant in two doses -25 gm each time: first dose after 15 days of planting (after casualty replacement) and second dose during 1<sup>st</sup> week of September. Application of fertilizer has become very necessary to fulfill the object of quick and best return.

**f) First weeding** in the trenches and over the area during August:

Within a week of the completion of planting, weedings have to be started; otherwise the weeds kill the seedlings by suppression. The weeds should be pulled out because they have not firmly established themselves of the soil or if it is not possible, then the same may be cut flush to the ground. This weeding should be done under proper supervision.

**e) Digging of soil 15 cms depth** all along the trenches one meter width during 15<sup>th</sup> of September to 15<sup>th</sup> of November:

**h) Euphorium cum grass cutting** in November:

Weeds and grass appear again in that portion of the plantation from where first weeding is done. In this weeding, the weeds and grass have to be cut. The cut grass and weeds should be spread in situ to act as mulch.

**i) Fire tracing** by end of January:

From January onwards, the plantation has to be protected against fire by cutting and burning firelines outside and inside the fence. The width of the outer and inner fireline should be atleast 3.00 mtr

**PAYMENT TERMS:**

70. **No advance of any kind will be made for carrying out the work.** No payment will be made for the work which is not carried out satisfactorily as per specifications.

The tenderer shall get the works duly measured by the AFO's as and when they are completed and acknowledge the quantity of works with his dated signature.

71. The tenderer is entitled for payment for different kind of sanctioned works actually carried out in the field as measured by the AFO's & recorded in the FNB/MB and as per check measurement made and admitted by the concerned Chief Forest Officer. The tenderer is entitled for the payment for particular item of work in accordance with the rate quoted by him so much more or less percentage of the prevailing sanctioned schedule of rates of the Forest wing of the MPM Ltd. The payment is made proportionate to the check measured quantity of work.
72. The payment towards different plantation activity shall be made by the concerned Chief Forest Officer, **Bhadravathi/Research/Thirthahalli/Sagara** on the basis of the check measurement of the completed works as per sanctioned estimate and on furnishing the bills in duplicate completed in all respects for verification and certification by the contractor through the AFO on deduction of applicable taxes at source as per Government Order in force. On scrutiny and verification, the payment will be released which will be within **30** days from the date of receipt of the bill.
73. The contractor is required to report on daily basis to the AFO/CFO or their authorized representative to seek advice/instruction for the day-to-day work.
74. a. Recovery of Income Tax at source will be made from the bills of the contractor as per the prevailing taxes or as per statutory rates applicable from each bill presented for payment. All other statutory deductions if any, will be re-covered from the bill of the contractor presented for payment at the rate fixed by the government.  
b. Service tax, if any, shall be borne by the company subject to the Contractor complying with relevant provisions of Service tax Act and rules there under. The contractor shall furnish the documentary proof for having paid the service tax based on which the payment will be release by MPM.
75. Rates once quoted shall remain firm and final throughout the contract period without escalation. (other than service tax applicable).
76. 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 damage to nursery plants 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:**

77. The contractor has to pay the wages to the labourers as per Minimum Wages Act. Prevailing during the time of contract. 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 thereunder, respectively.
78. 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.
79. 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.
80. The contractor shall be responsible for and shall pay compensation to his own workmen as applicable 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 employer 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.
81. 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 (Both the employees and employers contribution). The employees should be cover under ESI and documentary proof shall be furnished.
82. 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 evolving 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.

83. The contractor will be responsible and will be required to obtain Workers Compensation Linked Group Insurance policy against accidental risk. The expenditure of insurance premium shall be borne by the contractor. The contractor is advised to seek the advice of IR department if needed before the insurance policy is taken.
84. The Contractor is obligatory to maintain proper records and documents under the Contract Labour (Regulation and abolition) Act, 1970. He is also required to maintain the register of contract workers, muster roll, attendance register, register of daily wages paid to the labourers and produce the same for checking before the Officials of Forest wing of MPM Ltd., Tahasildar or Social welfare Officer, the entries made therein, with a view to see that the forest labour is paid wages at the prescribed rates.
85. The contractor should allow weekly off to the contract workers after every six days of work and/or shall not be allowed to work for more than 48 hours per week.
86. For all acts of omissions and commissions resulting in the breach of the agreement conditions during contract period, the contractor will be solely responsible.
87. If the company receives any complaint from any authority pointing out any failure on the part of the contractor in complying with the statutory obligations, the company reserves right to levy penalty and/or cancel the contract.
88. Since this contract involves transporting of nursery plants and fertilizers, 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 and paying seiniorage/taxes etc.,

**OTHER CONDITIONS:**

89. If it appears to the Chief Forest Officer/AFO's 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.
90. 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. After the completion of work, the contractor shall repair the plantation roads wherever damaged.
91. The contractor shall not sub-let or assign his contract, or any portion thereof, to any person, whatsoever, without the previous permission of the Chief Forest Officer, MPM, Bhadravathi/Research/Thirthahalli/ Sagar in writing.

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.

92. Children below 18 years and labourer above 58 years shall not be employed.
93. The Contractor shall ensure that Labourers employed by him are confined to the working spot allotted to them. MPM shall not be responsible for any loss or injury sustained by the contractor or his employees for their own negligence or otherwise.
94. 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.
94. 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 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.

In case of any errors noticed in the plantation within a year after completion of works, in such cases, the same has to be attended by the tenderer at his own cost. Failing which the same will be attended departmentally and the cost incurred will be made good from the security deposit kept by the tenderer.

In case of breach of any conditions supra, by the contractor, the Chief Forest Officer reserves the right to levy suitable penalty and recover the same from the bills of the contractor and from the Security Deposit furnished by the Contractor. Besides the above the Chief Forest Officer at his discretion may annul the contract and the work partly / wholly will be got done through another agency 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.

95. In case of any dispute arising regarding this contract such dispute shall be referred to the Director (Forests), MPM Ltd., Bhadravathi within 7 days from the date of any order of the Chief Forest Officer, **Bhadravathi/Research/Thirthahalli/Sagara** and the decision of the Director (Forests) shall be final and binding on the contractor.

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

96. MPM reserves the right to foreclose the work order at any time without assigning any reason by giving 15 day's notice. 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:**

97. MPM Ltd., reserves the right the terminate the work order or any part there of, 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 15 days written notice to the contractor.

98. 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:**

99. 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 orders, civil revolutions 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 deliquence, is unable to prevent whether all the clause of causes, pre-cause herein before enumerated or not.

The party-claiming occurrence of any event under force majeure, shall give notice within 15 days to the other in writing in the event of instance of any force majeure circumstances, failing which, the contractor shall not be entitled to any benefits under this clause.

### **GOVERNING LAW AND JURISDICTION:**

100. 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 Shimoga. Karnataka State, India.

## **SETTLEMENT OF DISPUTES:**

101. If at any time, any question, disputes or difference whatsoever, shall arise between the contractor and the employer in relation to or in connection with this contract, both the parties agree to resolve such differences by mutual consultation.

102. In the event of any controversy claim or dispute arising between the Contractor and the Employer on any matter, relating to the Order/Contract or arising out of the breach thereof, as per clause 30 if the decision is not made by the Director(Forests),MPM, Bhadravathi within 90 days or the decision of the Director (Forests) not acceptable to the contractor, the same shall be referred to the court of law.

In respect of all disputes, if any arising between the parties, the Courts situated in the city of Shimoga shall alone have exclusive jurisdiction.

## **PENALTIES :**

103. In case the contractor fails to execute the work as per the terms and conditions, the Chief Forest Officer reserves the right at his discretion to levy suitable penalty and recover the same from the bills of the contractor and from the Security Deposit furnished by the Contractor and/or to cancel the work order at the risk and cost of the original contractor and/or to get the same work done departmentally or by any other agency and loss or extra expenditure suffered in such event shall be debited to the contractor's account.

104. The following Schedule is appended to this notification.

Schedule Annexure 'A'- List of plantation and amount of EMD amount to be deposited.

Schedule Annexure 'B'- Part- I- Pre-qualification of Tenderer.

Part- II -Price Format

**ANNEXURE 'A' (Enclosed)**

**Details of Plantation/Unit of MPM Forest Divisions**

**Attached in E-portal**

**Annexure-B**

**Part-II**

**Price bid**

**Separately Attached in E portal**