

**KERALA PAPER PRODUCTS LIMITED**

(Government of Kerala Undertaking)

NEWSPRINTNAGAR PO, KOTTAYAM.

KERALA – 686 616. Web site : [www.keralapaper.in](http://www.keralapaper.in)**TENDER NOTICE NO.KPPL/FDP/02/W/08/2024 DATED 17. 07. 2024**

Sealed, superscribed, tenders under two bid systems are invited from competent contractors with sound financial capacity for **felling and Transportation of Senna wood available in Wayanad Wildlife Sanctuary area** to Kerala Paper Products Limited Yard during the period start by July 2024.

Sl. No.	Division/ Range	Name of plantation and area	Species	Approx Qty. in MT (Net Wt.)	EMD ₹
1	Wayanad Wildlife Sanctuary/ Tholpetty	Tholpetty Range area (620 Ha)	Senna spectabilis	5000	50,000/-
2	Wayanad Wildlife Sanctuary/ Muthanga	Muthanga Range area ( 410 Ha)	Senna spectabilis	5000	50,000/-

The bids are to be submitted in two parts ie. Part-I and Part- II in separate sealed covers as detailed below by post/speed post or to be deposited in the tender Box provided in the Administrative Building, Kerala Paper Products Limited, Newsprint Nagar. Tender forms and other details (Not transferable) can be obtained from Commercial Department of the Company from **17.07.2024 to 24.07.2024** on payment of **Rs.500/-** Plus Tax by remittance in the account No.11090200002986 of Kerala Paper Products Limited at Federal Bank, Peruva (IFSC: FDRL0001109) or can be downloaded from our **Website up to 24.07.2024, 11 AM**. The cost of Tender Documents (Rs. 500/- plus tax) if downloaded from Website, should be attached as DD/ on online payment details, along with Part I Tender. ***Tender documents will not be sent by post.*** The last date of submitting bids shall be upto **11.00 AM on 24.07.2024** and **Part I bid shall be opened at 11.30 AM on the same day at KPPL, Newsprint Nagar in the presence of attending bidders.** Date of opening of Part II (Price Bid) will be intimated subsequently. If the date of opening of Part I bid becomes a holiday for the Company, the same will be opened on the next working day at the same place and time. Necessary supporting documents for pre-qualification as prescribed herein shall be submitted by the bidders along with the Tender Document. The bids submitted without enclosing sufficient supporting documents for pre-qualification will be summarily rejected. Company will not be responsible for any postal delay. KPPL reserves the right to accept or reject any or all bids or split the work among the bidders without assigning any reason thereof

**FOR KERALA PAPER PRODUCTS LIMITED**

Newsprint Nagar  
17.07.2024.

HoD (Coml)

**PRE-QUALIFICATION****PART – I**

- a) The bidder shall provide the following details along with part I bid.
1. The details of resources, man power, equipments, tools and tackles, vehicle for transportation and schedule of delivery of the contracted quantity. A detailed work plan indicating the operational procedures to be implemented for extracting the wood of similar scope and scale, committed quantity as per the submitted schedule.
  2. Previous experience of extraction of pulpwood for industrial usage.
  3. Previous experience in the extraction of Senna species with work Order details and quantity extracted etc.

KPPL reserves the right to evaluate and assess the capabilities/competence of the bidders to complete the work as per SOP of Forest Department and KPPL by a duly constituted Committee. Further, KPPL reserves the right to evaluate the capacity of the bidder through inspection of the referenced sites, direct interaction/ references from the owners and the interaction by the Committee.

**TECHNICAL BID****GENERAL:****LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDERS**

1. In the case of a firm, attested copy of the proprietorship/partnership deed/memorandum and articles of association including changes in the constitution of the firm for the last 3 years.
2. Certified copy of the PAN card.
3. Details of vehicles owned (RC Book Copy), if any.
4. Details of equipments like debarking Machine, Hitachi, JCB etc, if any.
5. The bidder shall have obtained GST Registration and shall produce the relevant documents at the time of submission of bids or within the reasonable time allowed by the Company. "The Company reserves the right to award the work only to those bidders who have GST REGISTRATION".
6. Work Order Copies for the work of extraction and transportation of Senna wood and the details of the quantity extracted.
7. Details of the previous experience in the field of extraction and transportation of pulpwood at KPPL/ other organizations

All the bidders shall furnish the following documents.

- 1/ Detailed tender conditions of the work duly accepted.
- 2/ General conditions of contract duly accepted.
- 3/ Amount of EMD prescribed for the work shall be submitted by Demand Draft in favour of Kerala Paper Products Limited. Tenders without EMD shall be summarily rejected and their price bids shall not be opened.
- 4/ Bank Account details as per Appendix (I)  
The Company's decision regarding the adequacy of experience, financial capability and other infrastructural requirements for carrying out the work within the prescribed period shall be final and binding on the bidder.  
Bidder against whom any Forest Case is pending is not eligible to participate in the tender. The tenders submitted by the bidders who are de-listed/debarred by the Company will also be rejected.

**PART – II (PRICE BID)**

1. PART – I (TECHNICAL BID) & PART –II (PRICE BID) shall be put in separate covers and sealed and shall be superscribed whether it is PART-I Bid or PART-II Bid. Both the PART-I cover and PART-II cover shall be put in another cover and sealed and superscribed with the name of work and Bidder's Name and Address.
2. The bidder shall quote the basic rate per Metric Tonne (MT) as well as the rate per Metric Tonne (MT) inclusive of GST and encumbrances if any for the work in the prescribed schedule Form CF-II A (Part II Price Bid). The total rate per MT has to be given in both figures and words. If there is a difference in the total of the split up rates and all-inclusive rate quoted by the bidder, the lower of the two will be considered as valid and binding on the bidder. The basic rate per MT quoted by the bidder shall be considered for evaluation. If there is any arithmetical error while quoting the rate and amount, the lower of the two only will be considered. Details of the contract area for which the tender is submitted as shown in the Annexure to the Price Bid i.e. Sl. No., Name of Division/Range, Name of Plantation and area, Quantity etc. are to be written in the space provided for the same in the Price Bid.

Both parts of the bids viz. Part-I and Part II shall be submitted separately in two sealed covers to reach the office of the HoD (Coml) on or before the prescribed date and time as per the tender notice, by post/speed post or to be deposited in the Tender Box provided in the Administrative building, KPPL, Newsprint Nagar. Bids received after the due date and time shall not be accepted under any circumstance. The bidder shall clearly indicate on the cover their name, address and the contract area for which they have quoted and the Tender Number. The part I Bids will be opened at 11.30 a.m. on 24.07.2024. The Bidders and their authorized agents (as evidenced by a proper authorization letter issued by the Bidder) only shall be eligible to participate in the Tender Opening.

3. The rates quoted shall be considered only if the required amount of EMD is submitted.
4. Part -II bids shall be opened only if Part-I bid is accepted.
5. If the (Part-I) bids are rejected their EMD shall be released within a reasonable period of time.
6. KPPL reserves the right to reject any or all the bids without assigning any reason whatsoever.
7. Separate Bids shall be submitted for each contract area. Company reserves the right to award the work limiting to the quantity as per the class to which the Bidder belongs to.

**CONDITIONS**

1. The period of contract shall be for 4 months from the date of issue of work order.
2. Particulars of work can be had during office hours from the office of the undersigned .
  - a) While quoting, the bidder shall specify their rate for the complete work per MT for pulpwood inclusive of GST and encumbrances if any in the column specified in the Schedule of Item (CF-II A).
  - b) The basis of comparison shall be the lowest Basic Price quoted.
  - c) The bids submitted shall remain valid for acceptance for a period of three months from the date of opening of the bid. However this period can be extended with the consent of both parties. The bidder shall not be entitled during the said period of three months or the extended date as the case may be, to revoke or cancel their bid or to vary the tendered rates given or any terms thereof without the consent in writing of the Company.

3. PARTICULARS OF WORK

Complete work includes felling of debarked and dried senna and green senna available in the entire contract area, converting into billets/pieces in the required manner and length etc., collection, debarking of pulp wood, splitting oversized billets, stacking in the contract area, maintenance of roads wherever necessary as

per the alignment agreed by State Forest Department and loading, transporting, unloading and reloading at intermediate loading points if necessary and transport to the premises of Kerala Paper Products Limited, Newsprint Nagar as directed and all other incidental items of works like silvicultural operations, cleaning around stumps, necessary protection against fire, etc. the debarked senna trees shall be cut at a height of 5-10 cm below the highest point where bark is removed, where the debarked portion meets the un-barked portion of the trunk. All current coppices and root suckers found at the bottom of all the debarked senna trees including small poles is cut at its base and covered with soil.

The billets should be cut into length of 2.4 M and stacked into stacks of 2.4 M x 1M x 1M or multiples thereof and serially numbered. Any penalty imposed by the State Forest Department/KPPL in case of any deviation from the specified length shall be borne by the contractor.

All the material down to a girth of 15 CM under bark should be collected. The diameter of the billets at the thick end should not exceed 40 CM. All billets over 40 CM diameter (or lateral dimension over 40 cm in case of crooked or branched logs) should be split as directed before transportation from the field. In case any billet above the specified size is found to be transported to the mill yard, splitting charge @ ₹150/billet shall be levied from the contractor.

4. The pulp wood supplied should be completely debarked. If the presence of bark is noticed in any consignment, the same shall be inspected by the Company officials in the presence of the contractor or their authorised agent and penalty shall be realised for the quantity so assessed at the discretion of the Company. The billets should be cut into length of 2.4 M as specified in Schedule IV of the Tender Condition. If billets having length above the specified length is noticed in any consignment these billets will be treated as oversized and penalty shall be recovered from the contractor.
5. Company shall arrange for unloading and stacking at KPPL Log yard through separate agency.
6. The undersigned reserves the right to award part or parts of the work or reject any or all bids without assigning any reason thereof.
7. Work should be completed in all respects within 4 months from the award of contract. The Contractor shall transport and deliver all available pulp wood as per the following phased programme. The quantity shown in the Tender is approximate. However the phased programme supply schedule will be determined based on tendered quantity except for the last phase in which entire balance available in the plantation has to be supplied.
  1. 40% of the quantity as per tender within 60 days after the receipt of permission from Forest Department.
  2. 70% of the quantity as per tender within 90 days after the receipt of permission from Forest Department.
  3. 100% of the quantity as per tender within 120 days after the receipt of permission from Forest Department.

If the Contractor fails to deliver the pulp wood in accordance with the above programme he shall be liable to pay by way of liquidated damages to the *Company at the rate per Phase as detailed below:*

- 1) Short fall Less than 25% of Phase Programme - Rs.75/- per MT
- 2) Shortfall above 25% up to 50% of Phase Programme- Rs.125/- per MT
- 3) Shortfall above 50% up to 75 % of Phase Programme - Rs.175/- per MT
- 4) Shortfall above 75% up to 100% of Phase Programme - Rs.225/- per MT

In addition, the Company reserves the right to terminate the contract by giving 5 days notice for the same in the event of short delivery as above without prejudice to the right of the Company to recover liquidated damages as stated above.

If the Contractor does not clear fell the entire contract area before the time schedule and leaves any unfelled area or leaves any felled material in the contract area before the end of the contract period, on account of above circumstances, the penalties, tax, compensation etc. or whatever amount has been

demanded by the State Forest Department shall be recovered from the contractor, apart from the recoveries of penalties as mentioned above.

8. Incentive Scheme

- a) A 10% incentive to the rate is awarded if the quantity supplied is 2000 MT or more within 30 days of receiving the license from the Divisional Forest Officer and handing over the area for extraction by the Range Forest Officer concerned.
  - b) A 5% incentive is granted if the quantity supplied is 1500 MT or more within 30 days of receiving the license and handing over the area for extraction by the Range Forest Officer concerned.
9. In the case of the allotted area due for replanting, if the Extraction and Transportation of the entire quantity of senna wood available in the area is not completed within the contract period, penalties assessed and imposed by the State Forest Department towards the cost incurred for raising seedlings/clonal plantlets in the nursery for replanting purpose and any other loss due to non-planting of area will be recovered from the contractor.
10. If at the end of the working period any pulp wood remains to be felled and collected in the contract area, the Company may at its discretion, if the Government extends the time/issue re-allotment for extraction of senna, reserves the right to instruct the contractor to complete the extraction and transportation of the remaining material at the same rates agreed to herein, by remitting Rs. 50,000/- (Rupees Fifty Thousand Only) to the Company as penalty for non completion of the work within the contract period as per work order.. The contractor shall be liable to complete the balance work left over by him at the same rate terms and conditions of the existing contract during the extended period of contract.

**OR**

Company reserves the right to cancel the contract, in case the performance of the contractor is not upto the desired level and/or the contractor is willfully defaulting on his obligations. In such cases and in case of extreme emergencies, Company reserves the right to award the balance work to a more competent existing contractor (who has been awarded contract in another area(s) under the same tender), at the risk and cost of the defaulted original contractor. In this case the Company may award the balance work to the new contractor, even if the cumulative quantity as per the respective class categorization is getting exceeded by such award.

11. The rates shall be quoted both in figures and words. In case the bidder has quoted two different rates in words and figures, the lower of the two alone shall be considered valid and binding on the bidder ignoring the total amount worked out by the bidder.
12. The Bidder shall submit with the tender form a narration of his past experience of executing such contract and a brief statement about his financial and executive capacity for the due implementation of the contract and credentials in support of the same.
13. If the Bidder is a firm, a copy of the Partnership Deed and its Registration certificate shall be filed with the Tender documents. If the Bidder is a Co-operative Society, it shall furnish a certified copy of Registration from the Registrar of Co-operative Societies.
14. The tender shall be signed by the bidder himself or by his authorised agent. In the latter case, a certified copy of the power of attorney under which the said agent is authorised shall also be filed. In the case of a firm, all the partners or such or any of them as authorised under the Deed of Partnership shall sign the Tender documents. In the case of a Co-operative Society, the Tender shall be signed by a person duly authorised by its General Body. A certified true copy of the resolution of the General Body authorising the person to sign the Tender shall be attached.

15. If the date of opening mentioned is declared as a Company holiday the bids shall be opened on the next working day of the Company at the same place and time. No bid can be withdrawn after it is submitted. The Bidders shall remain bound by their offer till their bids are rejected by the Company.
16. Bids incomplete in any respect as well as conditional bids shall be rejected. The power of accepting any bid or of rejecting any or all bids shall solely vest with the Company. The Company shall not be bound to give any explanation or assign any reason for accepting or rejecting any bid. The Company also reserves the right to further negotiate with all or any of the bidders in regard to the rates and other terms and condition. However, contracts shall be awarded normally on the basis of the lowest bids received subject to the lowest rate being reasonable and taking in to consideration the capacity of the bidder to execute the work.
17. Intimation about the acceptance of the bid and all other communications shall be sent to the bidder at the address given by him in his bid. The Company shall not be responsible if the communication sent to that address by post does not reach the bidder.
18. The acceptance of the bid shall be at the discretion of the Company which does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids without assigning any reason whatsoever.
19. Bids in which any of the particulars and prescribed information are missing or are incomplete in any respect are liable to be rejected.
20. No page of the tender document shall be removed or altered and the whole set of tender documents shall be submitted after filling up the same carefully and signed. Failure to comply with these instructions may result in rejection of the bid.
21. The bidder whose bid is accepted shall be notified regarding the acceptance of the bid by a purchase order issued. The contractor should commence the work immediately after receipt of the purchase order. If the contractor fails to commence the work of extraction and transportation within the time allowed from the date of issue of purchase order or within the extended time that may be allowed by the Company at its discretion considering the genuine reason for the delay which is beyond the control of the contractor, the purchase order will be cancelled and the EMD will be forfeited.
22. Settlement of all Labour issues, before commencement of work, during the execution of work and after completion of work will be the responsibility of the contractor. For any delay in commencement of work due to non-settlement of Labour issues or any stoppage of work in mid way due to labour problems as a result of which supply of raw materials gets disrupted, the contractor alone shall be held responsible. Failure on the part of the contractor to settle the labour issues within a reasonable period will result in cancellation of the purchase order/agreement and also further actions as per the terms of the agreement.
23. The bidder shall be deemed to have studied all conditions of the tender and terms of the agreement as contained in the draft agreement and also shall be deemed to have studied the state of things regarding the contract area namely geographical condition, availability of roads including approach roads, labour situation and availability of labourers, labour rates, the yield obtainable from the area tendered, other conditions prevalent in the area and the route and distance from the coupe to KPPL before submitting the tender. Company will not entertain any claims in this regard after issuance of purchase order. The act of tendering shall be deemed to be a complete and unreserved acceptance of the clauses of the tender notice and draft agreement.
24. Payment of consideration to the Contractor under the contract at the tendered rate shall be on the basis of the net weight of wood ie. the difference of weight between the gross weight of a loaded truck of wood and the weight of the empty truck as recorded at Company's weighbridge at Newsprint Nagar in the presence of Company's representative. The charges towards the weighment shall be borne by the company and the weight recorded therein shall be conclusive and binding upon both authorities regarding weighment.
25. The Contractor shall submit his consolidated bills made upon 10<sup>th</sup>, 20<sup>th</sup> and the last day of every month. The payment shall be released within 10 days of the submission of the bill after deducting all statutory dues amount.

"The payment of GST will be released subject to reflection of the invoice in GSTR 2 B"

26. All the loaded trucks shall be weighed at any weighbridge enroute if so desired by the Company and also at the mill weigh bridge at Newsprint Nagar. If any difference above 50 kg is observed, the cost of the same shall be recovered from the Contractor at the rate of ₹2500/- per MT. Net weight recorded at KPPL weighbridge Newsprint Nagar only shall be considered for payment purpose.
27. The Security Deposit shall be 5% of the contract value, inclusive of EMD, submitted by the bidder. The Security Deposit shall be recovered from the contractor from each bill @10%of the bill amount till it reaches 5% of the contract value or Rs. 10 lakh, which ever is less. The security deposit shall not bear any interest.
- i) The amount of earnest money deposited by the bidder along with the bid shall be adjusted in the security deposit.
  - ii) The balance amount of security deposit shall be recovered from the bills of the contractor as stated above. When the entire amount of security is thus deposited, no further deduction shall be made from the bills towards security deposit.
  - iii) If the contractor so desires, he may furnish the entire amount of security deposit at the outset in which case no deductions shall be made from his bill towards security deposit.
28. The security deposit will be refunded to the contractor normally within 60 days of satisfactory completion of work. The contractor shall produce the certificates mentioned in Article-X of the General Conditions of contract "The Certificate that there are no Government dues outstanding against Company in respect of contract area referred under Article X of General Conditions of Contract for raw material extraction shall be obtained from State Forest Department official not below the rank of Divisional Forest Officer. The joint mahazar drawn while handing over the coupe back to Government will not be treated as 'No Dues' or 'Non Liability' certificate. The contractor shall produce Labour clearance Certificate along with certificates required under Article X of the General Conditions of contract for raw material extraction work for releasing SD of the work". If any amount is due from the contractor and or his agents or employees to the Company/Government Forest Department, due to any commission or omission on the part of the contractor in relation to this contract or any other contract with the company, the company shall recover such amount from the unpaid bills and or security deposit of this contract or any other contract he is executing for the company and pay him only the balance amount due. The Security Deposit is also liable to be forfeited either in full or in part on any breach of the terms and conditions of the contract.
29. The Company shall insure against fire to the extent of 50% of the wood species contracted from the contract area @ ₹2500/MT. Expenditure incurred for the insurance shall be recovered from the Contractor. The contractor should not accumulate more than 50% of the quantity of material mentioned in the tender at any stage of extraction operations. During the contract period if any damages occur to other Forest wealth due to forest fire, Contractor is liable to pay damages or compensation as assessed by Govt. Forest Department. Any claim from the Government Forest Department in excess of the claim settled by the Insurance Company shall be recovered from the Contractor.
30. The Contractor shall strictly abide by the Forest Rules and Regulations and Wildlife Protection Act 1972 and Rules as modified from time to time by the State Forest Department. If under any circumstance, due to any infringement of such Rules and Regulations on the part of the Contractor by reason of which the Company is made to pay fine, penalty, or damage the Contractor shall be liable to make good the same to the Company.
31. The Contractor shall comply with the provisions of all applicable labour laws, including Employees State Insurance Act and Employees Provident Fund and Miscellaneous Provisions Act. The name and other details of all employees engaged by the Contractor shall be intimated to us.
- 32 (a) The contractor shall insure the labourers engaged by him for the work and produce documentary proof to the Officer-in-Charge of the Company within 5 days from the date of receipt of Purchase Order or date of issue of license by the Divisional Forest Officer, whichever is later. The contractor will be permitted to commence the work of extraction only after complying with the above instruction.
- (b) The contractor shall strictly comply with the provisions of the Juvenile Justice Act, Child Labour (Prohibition and Regulation) Act 1986 and other Acts & Rules in this regard and shall not employ or engage any person coming under the purview of these acts. The contractor will be fully responsible for any consequences arising out of any action taken by the contractor or his men/staff/agents in

contradiction to the provisions of these Acts. In the event of any such action on the part of the contractor in contradiction to the provision of this clause he/she shall be fully responsible for the consequences arising out of it.

33. The Contractor shall employ or engage his own workmen and shall strictly abide by all requirements under the labour legislations in force from time to time including the payment of Wages Act, the Minimum wages Act, Industrial Disputes Act, Employees Provident fund Act, Workmen compensation Act, the Contract Labour (Regulation and Abolition) Act etc. If the Company incurs any liability in respect of any person employed/engaged by the Contractor, the Contractor shall indemnify the Company to the extent of such liability incurred by the Company. The Contractor shall notify to the State Forest Department the name and other particulars of the employees engaged by him for the purpose of the contract work.
34. The Contractor shall be liable to apply and obtain the Licence prescribed under the contract Labour (Regulation and Abolition) Act 1970 and Rules thereof within 15 days of the award of the contract provided the Contractor has to employ more than 20 workers on any day. Failure to do this shall attract penalty and an amount equivalent to the fees for licence and the security deposit to be deposited as per Rule 24 of the Kerala Contract Labour (Regulation and Abolition) Rules 1974 shall be recovered from the Contractor's bill without any notice.
35. The Contractor shall ensure his physical presence or the physical presence of his authorized agent in the contract area and comply with the orders and instructions issued by the State Forest Department officials and the Officers/Staff of Kerala Paper Products Ltd., from time to time, in the matter of collection, stacking and removal of raw materials under this contract.
36. Earnest Money Deposit of unsuccessful bidders shall be refunded within a reasonable period of time.
37. The Company reserves the right to distribute the work between more than one Contractor. The work which a bidder has tendered for may not be awarded in full but may be split up and awarded in part entirely at the discretion of the company.
38. The quantity tendered is only approximate and the Company does not undertake responsibility of variation in yield or quantity. The contractor shall supply the entire material available in the entire contract area invariably at the agreed rate. Extraction work will be deemed complete only if the entire allotted area is clear felled and entire material available in the plantation is supplied to KPPL Log Yard within the contract period, irrespective of tendered quantity. Bidders are advised to inspect the site of work, its environments and be well acquainted with the actual area of working, probable yield, other prevalent conditions, positions regarding materials, labour market conditions, fluctuations of the rate and quote his rates accordingly after considering all relevant factors. No claims whatsoever for revision of rates on these or any other account shall be entertained at a later date after submission of bids or extension of period.
  - a) The approach roads to the coupe and inside coupe are to be formed by the contractor. The Company shall not bear any expenditure on construction of any road and if at all any road is to be constructed the same shall be at the Contractors risk and cost, as per the alignment permitted by the Government Forest Department and as per the instructions of KPPL officials.
  - b) Under any circumstances, during the raw material extraction work in and from the forest areas, the contractor shall not construct new roads and or do any improvement works of the existing roads inside the forest areas by using any heavy machinery or other means without prior written permission from concerned DFO and also KPPL authority.
39. The Contractor shall make fire tracing wherever the raw materials are collected and stacked and shall be fully responsible to protect the contract area from fire and if there is any fire occurrence in the Reserve Forest or Vested Forest within which the contract area is situated, the Contractor shall render his assistance and use his endeavor to extinguish the fire, and in all such cases give immediate notice of the occurrence of the fire to the nearest forest, police or Revenue authorities. Loss on account of fire damages, as assessed by the State Forest Officials/KPPL Officials shall be paid by the Contractor.



40. In case of any material lost due to fire damage, flood, theft etc., the Contractor is liable to reimburse the Company, the value of material apart from paying compensation to the State Forest Department.
41. The Contractor shall be responsible for the safety of the KPPL property in the contract area.
42. The Contractor shall furnish to the KPPL Officer-in-charge of the extraction work, the names of the agents or Sub-agents proposed to be engaged for the work and they shall be engaged only after getting permission from the Officer in charge.
43. If at any time the progress of the work is not found satisfactory at the opinion of the Company, only part bill shall be released. Any item of work not done satisfactorily shall be got done if necessary by other agencies at the risk and cost of the Contractor.
44. The raw material collected from the contract area shall be stacked in suitable sites within the contract area. Passes shall be issued after checking the stock by Government Forest Officer/KPPL Officials. Removal of raw material is allowed only from the stack so collected and checked and covered by the Passes.
45. Transportation shall be done only along the route specified in the permit. The safety of the raw materials removed from the contract area till it reaches the Mill Yard at Newsprint Nagar vests with the Contractors and any malpractice, irregularity or manipulation if noticed by the Forest Department/ KPPL Officials or other agencies during the course of transport, the contract shall be liable for cancellation and the security deposit shall be forfeited. In addition, the contractor shall be liable to pay any other penalties as ordered by the Company. In case of cancellation of contract, Company reserves the right to get the balance work done at the risk and cost of Contractor.
46. The Contractor shall be responsible for any poaching or illicit felling or removal of trees or other forest produce in the contract area and within 400 metres around the coupes. Unless otherwise proved to the satisfaction of the DFO Concerned/KPPL Officials, such irregularity may render the contract liable to be cancelled in addition to the forfeiture of all security deposit and pending bills. The Contractor shall also be liable for prosecution and for payment of value of timber etc., illicitly felled or removed.
47. The Contractor shall be permitted to construct temporary sheds at the place selected by the Officer in charge of the Company in the coupe area. Sanction for construction of such sheds shall be granted by him at his discretion who shall reserve the right to permit or reject such applications. The shed so erected shall be dismantled and removed on expiry of the contract period, failing which the department shall dismantle and remove the materials at the risk and cost of the Contractor. If the Contractor uses timber for construction of sheds/for making culverts the same has to be transported after the work is completed and a certificate has to be obtained from the forest officer stating that he has transported the material used for construction of sheds/culverts.
48. The expenditure incurred towards the cost of Forest Pass Book shall be reimbursed to the Contractor on production of necessary cash receipt from the concerned officer of the State Forest Department. Reimbursement shall be effected at the end of the contract period.
49. If the Contractor fails to collect and remove the entire pulp wood available in the contract area within the contract period and the same is lost/rendered useless, the Contractor shall pay to the State Forest Department/Company the cost of that quantity of wood which is left uncollected/lost/rendered useless as assessed by the Company or State Forest Department or any other penalties as demanded and imposed by the Company or State Forest Department.
50. The Contractor shall not sublet the coupes to any other agent or agents under any circumstance without the approval of the competent authority.
51. The Contractor shall be liable to pay any amount due to any workmen or mazdoor, engaged as per Workmen Compensation Act or as per provisions of Labour or similar laws. In case of complaints regarding non-payment of wages to any labourer employed by the contractor the amount due shall be retained from the contractor's Bills/SD till the issue is settled and a written declaration from the complainant is produced in this respect. The Contractor shall employ tribals if any residing in the locality for extraction works in the coupe.

52. The Contractor shall commence the work from one sub block and proceed to the next sub block after completing the work in first sub block only. No scattered cutting shall be allowed.
53. The felling shall be done in such a manner that no damage is caused to other Forest growth standing in that area.
54. If the Contractor or their men happen to find any ivory, horns or antlers or any other valuable items in the forest, they shall immediately give intimation of such finding to the Forest Range Officer concerned and entrust the same at site to the said Range Officer or any other Officer authorised by the Range Officer after obtaining a receipt thereof.
55. The Contractor shall have no claim for compensation for any loss he may incur on account of being prevented or obstructed by any land owner or other persons on the plea of right of ownership, right of possession, right of enjoyment or otherwise from felling, collection, storing and removing any of the stock in the area allotted as per the contract.
56. Transportation of materials shall be done in a safe and controlled manner, displaying the safety data sheets wherever applicable. The Contractor shall comply with the provisions in the Motor Vehicles Act and Rules in respect of limit of weight in each truck load.
57. The bidder shall furnish the latest Income Tax Clearance Certificate before the work is awarded to him.
58. If the Contractor violates all or any of the conditions laid down in this tender or purchase order or agreement, the contract is liable to be cancelled by the Company and the security deposit shall be forfeited to the Company apart from getting the work done at the risk and cost of the contractor.
59. Accepting authority for the purpose of this contract shall be the Special Officer, Kerala Paper Products Limited, Newsprint Nagar. P.O., Kottayam District or any Officer authorised by him.
60. All disputed differences arising out of or in connection with the contract shall be subject to the jurisdiction of the Court at Kottayam.

**For Kerala Paper Products Limited**

**S/d**

**HoD(Coml)**

**KERALA PAPER PRODUCTS LIMITED  
(Government of Kerala Undertaking)  
NEWSPRINTNAGAR PO, KOTTAYAM.  
KERALA – 686 616.**

**TENDER FORM- FOR WOOD SPECIES**  
**( To be submitted by the bidder )**

THE HoD [COML]  
KERALA PAPER PRODUCTS LIMITED,  
NEWSPRINT NAGAR.P.O.  
KOTTAYAM DISTRICT  
KERALA-686 616.

Dear Sir,

I/We .....S/o..... Resident of  
..... hereby offer to clear fell the entire pulp wood available in the contract area irrespective of the species, convert into billets/pieces in the required manner, length etc., collect, debark pulp wood, split oversized billets stack in the contract area, construct roads wherever necessary as per the alignment agreed by Forest Department, load and transport to Kerala Paper Products Limited, Newsprint Nagar as directed and all other incidental items of works like silvicultural operations, cleaning around stumps, necessary protection against fire etc., and delivery of the entire quantity of pulp wood available from the contract area at the rates quoted in the schedule of Items of work in Annexure Form CF II-A in accordance with the terms and conditions of the Tender Notice and draft deed of contract made available to me/us.

The Bank Draft No.....dt.....for Rs.....(In words).....in the name of .....is enclosed as Earnest Money Deposit.

I/We .....hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender, I/We have carefully followed the instructions in the Tender Notice and have read the conditions of the contract therein. I/We have made such examination of the contract documents and quantities of the work and location from where wood is to be felled, collected, loaded and transported so as to enable me/us thoroughly understand the contents of the same distinctly agreed that I/We will not hereafter make any claim or demand upon you, based upon/arising out of any misunderstanding or misconception or mistake on my/our part, of the said requirements, covenants, agreements, stipulations, restrictions and conditions. The form of Declaration duly filled in is also enclosed.

Yours faithfully,

Signature of the Bidder:  
Name and address:

Place:  
Date :

Bidder

HoD (Coml.)

**SCHEDULE – I*****THIS CONTRACT PERTAINS TO THE FOREST AREAS AS DETAILED IN PAGE NO.1 OF THIS DOCUMENT*****SCHEDULE III - FELLING RULES –WOOD**

1. The felling area shall be divided into blocks to confine felling operations to one block at a time. Transport of material from one block is to be started when felling there in is completed. While transport of materials from one block is going on felling may be permitted in another block.
2. Felling shall be done with a sharp instrument. Green Senna Trees are to be cut above 30 cm from ground level. Dried senna trees are to be cut at a height of 5-10 cm below the highest point where the debarked portion meets the un debarked portion of the trunk.
3. While felling care shall be taken to see that no damage is caused to the bark of stump or coppice shoots and trees that are to be retained. In case any damage is caused the loss will be assessed and recovered from the contractor.
4. Billeting shall be done by saws.
5. Materials down to a girth of 15 cm under bark at the thin end shall be collected.
6. Materials collected shall be stacked into stacks of 2.4M x 1M x 1M or multiples thereof and serially numbered.
7. The contractor shall collect and dump all debris, bark of the pulp wood and remains of structures and other materials/substances brought in during the course of extraction in nallahs or depression or other places outside the working area as pointed out by the Divisional Forest Officer in order to reduce fire hazard and to ensure hygiene. If the contractor fails to do so the Company will arrange removal of such materials at the cost of the contractor. No debris will be heaped on cut stumps.
8. The Shola forests and miscellaneous growth available in the plantations shall not under any circumstances be cut or removed.

**SCHEDULE – III A****SAFETY MEASURES TO BE TAKEN BY CONTRACTOR**

- The Contractor shall take adequate precautionary measures for the safety of the workers engaged in connection with extraction and transportation of the raw materials.
- First aid kits shall be provided in the working area.
- Felling of trees shall be done from the up hillside of the strip.
- Trees shall be felled towards up hillside using sharp instruments.
- Workers engaged for felling of trees shall be arranged in such a manner that sufficient distance is left to avoid accidents.
- A warning sound - (Khoo - hoo) sound shall be given while tree is falling to alert others.
- Directed felling shall be done wherever transmission lines/telephone lines are available.
- No felling shall be done when there is heavy wind.
- Red flags are to be put up at places on public roads at least 200 M away from the felling point on either side of the road at the time of felling with a warning notice when trees near public roads are felled.
- Raw material shall not be stacked along the roadside so as to cause damage to road surface and hindrance to traffic.
- Loading shall be done through experienced and skilled workers only.

**SCHEDULE - IV -WOOD SPECIES**

- i. All pulpwood to be supplied must be fresh, green in condition.
- ii. Debarked


- iii. Free from bark, twist, roots nodes, Sheathes, scales, knots, branches, twigs, discoloration, borer or fungus attack, mud, paint, tar or any other extraneous matter.
- iv. Uncharred.
- v. Of a girth not less than 15 CM at the thin end.
- vi. Cut by saw into length of 2.4 M
- vii. All billets over 40 cm diameter (or lateral dimension over 40 cm in case of crooked or branched logs) should be split as directed before transport to Mill/Depot. If any piece above 40 cm dia is found to have been transported to the Mill Yard, the penalty of ₹150/- per billet will be deducted from the contractor's bill.
- viii. Stacked in stack size of 2.4 M x 1 M x 1 M or multiples thereof in length. Each such stack should be numbered and the stack number and size marked on the stack.

**SCHEDULE –V**

**THE CONTRACTOR SHALL DELIVER ALL AVAILABLE PULP WOOD AS PER THE PHASED PROGRAMME FIXED IN  
CONDITION NO.7 OF THIS DOCUMENT**

**APPENDIX-I**

**(i) DETAILS OF BANK ACCOUNT**

1	Name of the Bank (RTGS enabled) and Branch with address	
2	Bank Account No.	
3	RTGS (IFSC) Code of the Bank.	
4	 Nos. & E-mail ID	
5	GST NO.	

**ANNEXURE****LIST OF DOCUMENTS ENCLOSED FOR PRE-QUALIFICATION AS PRESCRIBED IN TENDER DOCUMENT –  
'A' PART-I**

<b>Sl.No.</b>	<b>Particulars</b>

**Name and Signature of the Bidder**

**Bids submitted without necessary supporting documents for pre-qualification will be summarily rejected.**

**Verified and acknowledged**

**FDP Department**

**Finance Department**

Bidder

HoD (Coml.)

**KERALA PAPER PRODUCTS LIMITED**  
**FDP DEPARTMENT, NEWSPRINT NAGAR**

**TENDER NOTICE NO. KPPL/FDP/02/W/08/2024 DATED 17.07.2024**

<b>Contract Area Number</b>	<b>Name of Division/ Range</b>	<b>Name of plantation/ Area</b>	<b>Approx. Quantity in MT (Net Wt.)</b>

**SCHEDULE OF ITEMS OF WORK**

<b>1</b>	CLEAR FELLING THE TOTAL QUANTITY OF PULP WOOD IRRESPECTIVE OF SPECIES CONVERTING INTO BILLETS/PIECES IN THE REQUIRED MANNER AND LENGTH ETC, COLLECTION, DEBARKING, SPLITTING OVERSIZED BILLETS, STACKING IN THE CONTRACT AREA INCLUDING CONSTRUCTION OF ROADS INSIDE AND OUTSIDE THE CONTRACT AREA AS PER THE ALLIGNMENT AGREED BY STATE FOREST DEPARTMENT/KPPL OFFICIALS, LOADING, TRANSPORTING INSIDE THE AREA, UNLOADING AND RELOADING AT INTERMEDIATE LOADING POINTS, IF NECESSARY AS DIRECTED AND ALL OTHER INCIDENTAL ITEMS OF WORKS LIKE SILVICULTURAL OPERATIONS, CLEANING AROUND STUMPS, NECESSARY PROTECTION AGAINST FIRE ETC.
<b>2</b>	TRANSPORTATION TO THE PREMISES OF KERALA PAPER PRODUCTS LIMITED, NEWSPRINT NAGAR AND DELIVERY OF THE QUANTITY OF MATERIALS FROM THE ABOVE CONTRACT AREA.

Sl.No.	ITEM DESCRIPTION	Rate to be quoted by the tenderer per MT of wood for delivery at KPPL yard, Newsprint Nagar		
		Basic Rate (₹)	GST (₹)	Total Rate inclusive of Taxes (₹)
1.	Rate for extraction of material including all incidental expenditure			
2.	Rate for Transportation of material from coupe to KPPL Log Yard			
<b>GRAND TOTAL</b>				
<b>TOTAL BASIC RATE/MT RS...../- (Rupees .....</b> )				
<b>TOTAL ALL INCLUSIVE RATE/MT RS...../- (Rupees .....</b> )				

Note: Please mention the route to be followed along with distance of Kutcha roads and tar roads from the fringe of the coupe to Kerala Paper Products Limited Yard, Newsprint Nagar.

Route : .....

Distance : ..... KM

**SIGNATURE**

**PLACE:**

**NAME AND ADDRESS OF THE BIDDER**

Bidder

HoD (Coml.)





**KERALA PAPER PRODUCTS LIMITED**  
**(A GOVT. OF KERALA UNDERTAKING)**

**GENERAL CONDITIONS OF CONTRACT FOR RAW MATERIAL EXTRACTION WORK**

**ARTICLE – I**

**SCOPE**

Extraction and Transportation of Raw materials from Government source and Government owned Institutions/Corporations shall be governed by the following General Conditions of Contract.

**DEFINITIONS AND INTERPRETATIONS**

In the absence of anything contrary to the subject or context in this contract.

1. 'Company ' means the Kerala Paper Products Limited and or its successors and assignees.
2. 'Contract Area' means the coupe area where the contractor has agreed to carry out the work as per this contract.
3. 'Coupe' means the area described as coupe under this contract or as described in work order from where the raw material namely reeds, wood or bamboos is to be extracted.
4. 'Contractor' shall mean the individual or firm or Company whether incorporated or not undertaking the work and includes legal representatives, successor or such individual firm or Company as the case may be.
5. 'Decision of the Company ' means any decision in relation to this contract taken by the Board of Directors of the Company, the Special officer or any other Officer to whom powers have been delegated by resolution or otherwise to take decision.
6. 'Forest Department ' means the Forest Department of the Government of Kerala.
7. 'Forest Officer' includes any Forest Officer appointed by the Government of Kerala to exercise any power or function, in relation to the forest to which this contract relates.
8. 'FDP Officer of the Company ' means any officer of the Kerala paper Products limited designated by the Company as FDP Officer and/ or authorized or empowered to exercise powers or functions in relation to this contract, whether such Officer is posted in the contract area or otherwise.
9. 'FDP Manager' includes any Officer of the Company notified / designated for the purpose of the contract.
10. 'Government ' means the Government of Kerala.
11. 'Special Officer' shall mean the Officer in the Administrative charge of the Kerala Paper Products Limited .
12. 'Law' includes The Kerala Forest Act, the rules and notifications there under, executive orders or instructions issued by the Government of Kerala, the rules, regulations and conventions laid down by the Forest department of the Government of Kerala and any other Act, Rule, Regulation or Notification which has relevance or application to this contact.

13. 'Premises' means any place, area or location within or outside the Plant and storage area of the Kerala Paper Products limited or any other place, area or location specified by the FDP Officer of the Company as Premises.
14. 'Work' means the felling, collection, debarking in case of wood, stacking at the site, loading, transporting, unloading and stacking of reeds and/or wood, bamboos and includes unloading, stacking and loading the reeds and/or wood at intermediate loading points and check-posts as described in the Schedule I to V.

## **ARTICLE – II**

### **PERIOD OF THE CONTRACT**

The period of this E.hybrid/Acacia/Mangium contract shall be for 6 months from the date of issue of work order. The period of the contract will normally not be extended. If extension is required by the Company, the Company may extend the contract for such period as it deems fit and the contractor shall execute the work during the extended period also at the same rate and on the same terms and conditions of this Contract, without any demur.

## **ARTICLE – III**

### **Duties of the Contractor**

1. The Contractor shall take over the coupe from the Company not later than seven days from execution of the contract with the Company and shall commence the work not later than 10 days thereafter.
2. The contractor shall take all appropriate and necessary measures for protection against the fire in accordance with and subject to law and instruction issued by the Forest Department and the Company from time to time.
3. The contractor shall keep his labour camps and collection depots and construct extraction roads at his own cost in sites or places approved by the Forest Department and the Forest Officer.
4. The contractor and any person engaged or employed by or under him in any capacity whatsoever shall strictly abide by and observe the law with regard to lighting fire, smoke, construction of huts, consumption of timber and fuel etc. within the forest area.
5. The contractor shall not engage, or employ, or continue to engage or employ any person in any capacity whatsoever for or in connection with the work under this contract, whose engagement or employment is prohibited by or under any law or is objected to by the Company.
6. Unless otherwise specified by the Company in writing the Contractor shall fell and collect all the raw materials in the contract area.
7. The felling and collection of wood shall be done carefully and in such a manner as not to damage any other forest growth standing in the area.
8. If the wood in any part of the contract area is affected by fire, epidemic or other natural calamity and the contractor is required to fell, collect and transport all the wood standing in that area, the contractor shall do so forthwith, if the fire, epidemic or other natural calamities affect the whole or substantial part of the contract area and the contractor is instructed to complete the work on or before any specified date within the working season he shall do so.
9. The contractor shall carry out silvicultural operations as prescribed by the Forest Department from time to time.
10. The Contractor shall carry out the work in accordance with the instructions of the Company, the FDP Officer of the Company. These instructions may cover all the details of work including priorities in respect of areas within the contract area in strip lines etc.
9. The Contractor shall employ or engage his own workmen and shall strictly abide by all requirements under the labour legislations in force for the time being, including the payment of Wages Act, the Minimum Wages Act, Industrial Disputes Act, Employees Provident Fund Act, Workmen Compensation Act, the Contract Labour (Abolition and Regulations of Conditions of Employment) Act 1970. If the Company incurs any liability in respect

of any person employed or engaged by the contractor, the contractor shall indemnify and keep harmless the Company to the extent of such liability incurred by the company. The Contractor shall notify to the State Forest Department the names and other particulars of the employees engaged by him for the purpose of the contract work.

- 11a) The contractor agrees and hereby accept the full and exclusive liability for the compliance of all obligations imposed by the Employees State Insurance Act as modified from time to time. The Company shall retain such sums as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all payments as required by the ESI Act have been paid.
- 11b) The actual quantity of wood is fixed as certified by the State Forest Department and FDP Officer of the Company after clear felling the allotted plantations.
- 12 It shall be an express term of this contract that the Contractor has undertaken the work as per this contract on his own account and the Company shall in no way be responsible or liable in respect of any of the employees of the contractor.
- 13 If the Forest Department has not made its own arrangement for the Collection and disposal of debris and bark of wood, the Contractor shall collect and dump the debris and bark in nullahs depressions or other places pointed out by the Forest Department or the FDP officer. The Contractor will not be entitled for any additional payments towards this. No debris shall be heaped on cut stump.
- 14 The contractor shall complete the work in the contract area in all respects before the contract period or the extended period, if any, as approved by State Forest Department, Government of Kerala so as to enable the Forest Department to carry out regeneration operation.
- 15 At the end of every season, or whenever demanded by the company, the Contractor shall hand over to company all the used and unused passes, issued to him by the Government Forest Department / Company, pertaining to the contract area. In the event of termination of the contract, the contractor shall forthwith hand over to the Forest officer all such passes.

#### **ARTICLE –IV**

##### **1. WORK**

The contractor shall fell, convert into billets, pieces in the required manner, length etc. collect, debark the wood, split over sized billets, stack in the contract area, load, transport, unload and reload at intermediate loading points, if necessary as directed in accordance with the rules in the Schedule of tender documents, instructions given by the Forest Department, FDP Officer of the Company and in the manner specified in this agreement, the entire quantity of wood available in the contract area. The contractor should construct new roads wherever necessary.

The Contractor shall if and when required unload and stack the wood at point specified by the FDP Officer of the Company and reload, transport and deliver wood at the premises.

The contractor shall also carry out all other incidental items of works like silvicultural operations clearing around stumps, necessary protection against fire etc. as required.

##### **2. Collection of Wood**

1. The work under this contract shall be carried out strictly in accordance with the law and rules and specification in the schedules of the tender documents and instructions issued by the Forest Department/ FDP Officer of the company from time to time.
2. The wood shall be converted in to billets of 2.4 Metre length and stacked in the size of 2.4 metre x 1 metre x 1 metre or multiples thereof. If the measurement of the billets /stack is altered by the competent authority for any reason whatsoever, the contractor shall abide by such alteration.
3. The Contractor shall, except as otherwise specifically authorized by the FDP officer of the Company, transport wood by trucks from the contract area to the premises under transit passes prescribed and /or issued by the Forest Department and the Company's delivery chalan and other documents.
4. The contractor shall transport the wood along routes previously approved by the FDP Officer of the company, who shall ordinarily approve the shortest or the most convenient routes. However, the FDP Officer's choice of the route for transportation shall be final and binding on the contractor.

5. If due to any problem, Kerala Forest Department roads are closed, contractor has to transport the material through Tamil Nadu State, if any road is available through Tamil Nadu and no extra rate will be paid for the same.
6. The Contractor shall be responsible for the safe custody of the wood till the work is completed by stacking at the premises.
7. The company shall insure against all risk including fire and theft to the extent of 50% of value of wood, estimated to be available from the contract area. The expenditure incurred for the insurance shall be recovered from the contractor.
8. If loss is occurred or caused and is recovered from the insurance company under the policy the contractor shall to extent of the claim settled by the insurance company under such policy be absolved from his liability in respect of loss or damage after meeting first the claim of the Kerala Forest Department , if any, in respect of such fire.
9. The contractor shall make available vehicle, raw materials and the documents accompanying the same at such points or check posts as any Department of the Government or of the Company may prescribe from time to time. If the Contractor fails to comply with this requirement, the Company may terminate the contract by service of notice of 5 days to the Contractor.
10. All losses in transit shall be borne by the Contractor. The Contractor may arrange for transit insurance at his own cost but the Company will not deal with such insurance on any account.

#### **ARTICLE -V**

##### **Ascertainment of Weight**

1. The net weight of the wood accepted by the Company shall be the difference between the weight of the truck with the materials recorded on the weigh bridge of the Company and the actual weight of the empty truck or as in clause 5 of Article IV.

#### **ARTICLE – VI**

##### **Right of the Company to Reject**

1. If on inspection at the time of delivery, before or after weighment, the wood is not found to conform in any manner to the specifications under this contract, the Company shall have the right to reject such wood. The Contractor shall not be entitled to claim any charges for such rejected wood. The decision of the Company in regard to rejection and weight of the rejected material shall be final and binding on the Contractor.
2. The Company shall also be entitled to recover from the Contractor the royalties, taxes, fees or other levies, if any, paid by the Company to the Government , local or other authorities on the rejected materials.
3. Notwithstanding the rejection as aforesaid the rejected materials shall be the property of the Company and the Company shall deal with it in such manner, as it likes.

#### **ARTICLE – VII**

##### **Right of the Company to Require Rectification.**

If in the opinion of the Company the Contractor has not complied with the felling rules strictly, the Company may direct him to stop felling and to rectify the defective felling forthwith. If the Contractor fails to rectify the defects pointed out by the Company within three days, the Company may without prejudice to its right to terminate the contract, get the defects rectified directly or through any other agency of its choice at the risk and cost of the Contractor.

The Company shall be entitled to deduct the entire cost of the rectification from the amounts due to the Contractor including his security deposit.

#### **ARTICLE – VIII**

##### **The Contractor's Liability to compensate the Company etc.**

1. a) If the contractor fails to deliver the pulp wood in accordance with the phased programme, he shall be liable to pay by way of liquidated damages to the Company at the rate per Phase as detailed below:
  1. Short fall Less than 25% of Phase Programme - Rs.75/- per MT

2. Shortfall above 25% up to 50% of Phase Programme- Rs.125/- per MT
3. Shortfall above 50% up to 75 % of Phase Programme - Rs.175/- per MT
4. Shortfall above 75% up to 100% of Phase Programme - Rs.225/- per MT

In addition, the company reserves the right to terminate the contract by giving 5 days notice for the same in the event of short delivery as above without prejudice to the right of the Company to recover liquidated damages as stated above. However, if the Contractor delivers the entire contracted quantity of pulpwood or if the actual quantity of pulpwood in the contracted area as certified by concerned Govt. Forest Officer and FDP Officer of the Company is less than the contracted quantity than the actual quantity so certified by the end of the contract period, the penalty/ liquidated damages as above shall be reworked on the basis of such quantity and the excess recovery, if any, will be refunded to the contractor at the time of release of the Security Deposit without any liability for interest.

- 2 If during the work any loss or damage is caused to the government or, any other person due to fire or any other reason and the Company makes good such loss or damage the contractor shall indemnify and keep harmless the Company to the extent of loss or damage which the Company was called upon to pay. The charges, if any, for insurance premium would be collected from Contractor in advance, if necessary.
- 3 The Contractor shall indemnify and keep harmless the Company against any damages, fine or other penalty levied by the Government or any other authority for violation by the Contractor of any law, instruction or any provisions of the contract between the Government and the Company.
- 4 The Contractor shall indemnify and keep harmless the Company against all losses and damages occasioned due to go-slow, strike or other acts of omission and/or commission by his employees.
- 5 If the Contractor fails to transport wood within 30 days or such other periods specified in this behalf, from the date of issue of passes by the Forest Department or the Company and as a result the Company is required to pay ground rent or any other charges to the Forest Department, the Contractor shall reimburse the company the amount so paid as ground rent and or other charges.
- 5a) If the material supplied by the Contractor is not in accordance with the Company's specifications and requirements, the Company may without prejudice to any of its other rights under this contract, levy penalty or claim damages from the Contractor. The decision of the company regarding the levy and the quantum shall be final and binding on the Contractor.
- 5b) In case the amount of penalty and or compensation is recovered from the security deposit, the Contractor shall reimburse the amount to the extent the security deposit falls short.
6. If the FDP Officer of the Company is satisfied that the Contractor has failed to fell, collect and/ or deliver all the available wood from the contract areas, he shall determine the quantity in weight separately of the wood that remain to be delivered out of total quantity of wood felled and collected and the quantity of wood remain to be felled, collected and delivered. He shall assess loss /damages due to Company by reason of the failure of the Contractor.
  - a) to deliver the felled wood, and
  - b) to fell, collect and deliver the remaining quantity of the wood in the contract areas having regard also to the cost for completing the items of work left un done by the Contractor. The damages determined by the FDP Officer shall be final and binding on the Contractor subject to appeal to the HoD (Coml)/Special Officer of the Company.
7. If at the end of the working season any pulp wood remains to be felled and collected in the contract area, the Company may at its option, if and after the Government extends the time/issue re-allotment during the next working season for extraction of raw materials and the Company reserves the right to instruct the contractor to complete the extraction and transportation of the remaining material at the same rates agreed to herein, by remitting `50,000/- (Rupees Fifty Thousand Only) to the Company as penalty for non completion of the work as per Work Order. The contractor shall be liable to complete the balance work left over by him at the same rate terms and conditions of the existing contract during the extended period of contract.

Company reserves the right to cancel the contract, in case the performance of the contractor is not upto the desired level and/or the contractor is willfully defaulting on his obligations. In such cases and in case of extreme emergencies, Company reserves the right to award the balance work to a more competent existing contractor (who has been awarded contract in another area(s) under the same tender), at the risk and cost of the defaulted original contractor. In this case the Company may award the balance work to the new contractor, even if the cumulative quantity as per the respective class categorization is getting exceeded by such award.

8. Nothing in this sub clause shall, in any way, affect the Company's right to proceed against the Contractor for breach of the contract.
9. The Contractor shall indemnify and keep the Company harmless from and against all action suits, proceeding losses, damages, charges, claims of every nature and description brought against the Company by reason of any act or omissions of the Contractor his agents or employees in the execution of the work or in relation to the same.

All sums payable by way of compensation and or damages under this contract shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual losses or damages sustained and whether or not any damage shall have been sustained.

10. Nothing contained in this contract shall prejudice the Company's right to claim damages from the Contractor for loss in production of the factory due to delay or failure of the Contractor to fell, collect, etc. or deliver raw materials from the contract area.

#### **ARTICLE – IX**

##### **Contractor to Maintain Accounts and submit Bills, Return Etc.**

1. The contractor shall submit his consolidated bills made upon the 10<sup>th</sup>, 20<sup>th</sup> and last date of every month. The Company shall after deducting there from any amount due to it pay the admissible amount to the contractor within 10 days in the normal course.
2. The Contractor shall maintain true, correct and detailed account of all work done by him in the usual or prescribed form and manner. The report shall show separately each item of work like felling, collection, stacking, loading, transportation etc. comprised in the work, under this contract. The Contractor shall produce the records so maintained by him for inspection by the company and the Forest Department.
3. The Contractor shall submit periodically to company, Government and the Forest Department such statements, returns etc. as may be required if prescribed from time to time.
4. If any amount is due from the contractor and /or his agents or employees to the company, Govt. or the Forest Department, due to anything done or omitted to be done in relation to this contract, the company shall recover such amount from the unpaid bills and/or security deposit of the contractor, and pay him only the balance amount due.

#### **ARTICLE – X**

##### **Contractor to produce Certificates.**

1. On the close of each working season or on completion of the work whichever is earlier, the contractor shall produce a certificate from the FDP Officer of the company to the effect that he has felled, collected and delivered at the premises all available wood from the contract area during that season.
2. On the completion of the work, the contractor shall produce a certificate from the Forest Department/ to the effect that the contractor has not committed breach of law in respect of the contract area and that there are no Government dues outstanding against company in respect of contract area.
3. The security deposit and the balance bill amount, if any, due to the Contractor at relevant time shall not be paid to the contractor until and unless he produces the aforementioned certificates.
4. If the Contractor does not produce certificate in Clause (1) above he will normally not to be permitted to take up work in any other area under this or other contracts. And also the security deposit and balance bill amount, if any, due to the contractor will not be released.

**ARTICLE- XI****Termination of Contract**

1. The Company may on service of written notice of 5 days on the contractor terminate the contract, without prejudice to any of its rights against the contractor for any of the following reasons.
  - a. Breach of any of the provisions of this contract by the contractor, his agents, representative or employees.
  - b. On the failure of the contractor to comply with phased programme of supply of wood specified under the contract.
  - c. On the failure or refusal of the contractor to deliver the entire quantity of wood from the contract area in the manner specified in the contract.
  - d. If the company is satisfied that the Contractor has converted any of its properties for his own use or purposes.
  - e. If the company is satisfied that the contractor has not exercised due diligence and caution to safeguard its properties in the custody of the contractor.
  - f. If, in the opinion of the company, it is not necessary, expedient or possible that the work under the contract shall be completed.
  - g. If the contractor is an individual, dies, becomes physically unfit, become insolvent, if a company goes into liquidation and if a firm dissolved.
2. The Company may also terminate the contract by service of notice of 3 days on the contractor for any of the following reasons.
  - a. Violation of any law by the contractor and or his agents, representatives or employees.
  - b. If the contractor will fully or otherwise violates the provision of any of the rules of the schedules of this contract.
3. The termination of contract for any reason whatsoever does not absolve the contractor's liability to compensate the company of the loss or damage if any caused to it.
4. If the termination of the contract is for any default, failure or breach by the contractor, the company may, at its option, complete the work under the contract, directly or by any other agency of its choice. The contractor shall be liable to compensate the company of all losses and damages caused thereby to the company.
5. The company shall also be entitled to claim damages from contractor for loss in production in the factory due the delay or failure of the contractor to deliver wood in time, in accordance with the provisions of this contract.
6. The Company may terminate the contract at any time if in the opinion of the company the cessation of work becomes necessary for any reason whatsoever. In such cases the value of work done by the contractor up to the date of such termination will be paid for, as specified in the contract. Notice of termination issued by the company and reasons for such termination given therein shall be conclusive evidence thereof and binding upon the contractor.
7. Should the contract be terminated under Clause 6 above, and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the company may consider such claims as in its opinion are reasonable and are supported by vouchers and other proof. The company's decision on the necessity and propriety of such expenditure shall be final and conclusive.
8. If the contract is terminated under clause 1 & 2 of this Article, the company shall be entitled to forfeit the whole or such portion of the security deposit as it may consider fit.

**ARTICLE –XII****Contractor not entitled to Compensation.**

The Contractor shall not be entitled to claim any compensation from the company if he is unable to or prevented from performing the work due to go-slow or strike of any section of the company's employees or due to any event, like a general strike, Bandh or Hartal due to any orders or actions of the Government or any other authority or for any other reason whatsoever.

**ARTICLE –XIII**



**Force Majeure**

The company shall not be liable for any delay or failure to carry out this agreement in whole or in part by reason of Force majeure i.e, act of God, war, insurrection, riot, civil commotion, strike, lockout, earthquake, storm, tidalwave, flood, lightning explosion, fire or any other event or happening which the company could not reasonably prevent or control.

**ARTICLE –XIV**

**The contractor not to transfer or Assign his Rights.**

The contractors shall not assign or transfer to any of this contract wholly or in part.

**ARTICLE –XV**

**General**

1. The terms and conditions embodied in the detailed tender notice, general conditions of contract issued with the tender notice, the work order and the schedules shall also be deemed to be the terms and conditions of this contract.
2. The rates quoted by the contractor for the work shall be deemed to be inclusive of all taxes other levies and cost of all items of tools, machinery, plants etc required for the proper execution of the work and all incidental charges. No separate claim on any account will be entertained under any circumstances.
- 2(a) All charges on account of obtaining octroi terminal tax, sales tax and or other duties or any other levy as the case may be shall be borne by the Contractor.
3. Income tax will be deducted from the bills of the contractor as per the provisions of the income tax act and the rules at the rates prescribed from time to time.
4. Any communication sent to the contractor, in his address given in his bid by post, shall be deemed to be properly communicated to him, the contractor shall inform the company the change of his address, if any. Any communication served personally on the representatives of the Contractor, present in the company or in the contract area, shall also be deemed to be communicated directly on the contractor.
5. Earnest money deposited by the contractor will be retained towards the security deposit for the fulfillment of the contract and shall be forfeited, if the contractor has not deposited installments of the security deposit or executed the agreement or commenced the work with in the prescribed time. The company shall not be liable to pay any interest to the contractor or any deposit or any other amount due to him.
6. All payment due to the contractor shall be made by crossed account- payee cheques or through e-payment as per arrangement made by the company.
7. The offer or payment of any bribe or other gratification by or on behalf of the contractor to the company or any Director or Officer of the company directly or indirectly shall be sufficient reason for the company to terminate this contract and all other contracts between the company and the contractor. Termination of the contract in such an event shall not in any manner absolve the contractor from civil or criminal liability.

**ARTICLE – XVI**

**The Contractor not to claim damages or other compensation**

The contractors shall not be entitled to claim from the company any damages or compensation for any loss that may occur to him due to causes like fire, riots, civil commotion, strikes, lockout, earthquakes, rain, wind, traffic delay and/or any other causes of whatsoever nature, whether within or beyond the Contractor’s control.

**Declaration**

- 1 I /We have the experience of working the following coupes for .....
- I /We have no experience

Year	Reed/Bamboo/Pulpwood Forest coupe No.	Qty. Supplied	Range	Division

2. Brief statement regarding my /our financial and executive capacity and number of trucks owned on the day of submission of this tender substantiating my/our capacity to execute this contract.

a) Name of Bank Amount Rs.

(Note: The certificate of bank is to be enclosed) RTGS No:

b) Income Tax Clearance Certificate duly signed by the competent authority is enclosed.

c) Vehicles

Sl.No.	Type	Registration No.

3 My /our address is given below. I /We agree that I /We shall be responsible for receiving all letters written to me /us under on this address. I /We accept that the letters sent to me /us by post will be taken as duly delivered.

.....

Signature of the Bidder

**Note:**

- a. If the bidder is submitted on behalf of a Company or a corporate body, the power of attorney in favour of the signatory and documents of registration should be enclosed.
- b. The rate must be quoted in the schedule No. CF-II A.
- c. The bid should be sent in a double sealed cover addressed as shown in the cover with Tender No. date and contract area.
- d. Bids incomplete in any respect will be liable to be rejected.
- e. Bid cannot be withdrawn after it is submitted.
- f. Tender form is not transferable.