

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

**TENDER NOTIFICATION**

1. **E-TENDER NO. MPM/FFR/DF/NURSERY/2022-23/008 Dtd.04.01.2023.**
2. **(E-PORTAL TENDER NO: MPM/FFR/DF/NURSERY/2022-23/008)**

E-TENDER FOR RAISING AND MAINTENANCE OF SEEDLINGS/RAMETS OF ACACIA HYBRID & OTHER SPECIES AT VARIOUS NURSERIES OF **BHADRAVATHI & RESEARCH, THIRTHAHALLI & SAGAR** FOREST DIVISIONS IN E-PROCUREMENT PLATFORM IN TWO COVER SYSTEM OF “THE MYSORE PAPER MILLS LTD.,” BHADRAVATHI DURING THE YEAR **2023**

<b>TENDER NUMBER IN E-PROCUREMENT PORTAL:</b>	<b>MPM/FFR/DF/NURSERY/2022-23/008 dtd.04.01.2023</b>
<b>Last Date &amp; Time for receipt of tenders :</b>	<b>02.02.2023 UPTO 15.00 hours</b>
<b>OPENING OF TECHNICAL BIDS PART –I WILL BE OPENED ON</b>	<b>06.02.2023 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: **E-Tender Notification No. MPM/FFR/DF/NURSERY/022-23/008**  
**Dtd.04.01.2023.**

**PURPOSE:**

1. The purpose of these instructions is to serve as guide lines to Tenderers while submitting their tender for raising and maintenance of Seedlings/Ramets of Acacia hybrid and other species at Forest Nurseries as described in the e-tender notification No. **MPM/FFR/DF/NURSERY/2022-23/008 Dtd.04.01.2023**

**INFORMATIONS TO TENDERERS**

2. E-Tender are hereby invited for raising and maintenance of **Acacia hybrid and other species** at various nurseries of MPM Forest divisions during **2023** as per the details in the schedule '**Annexure 'A'**'.
3. The work is of biological in nature, where in living plants have to be raised in nurseries. The survival and growth of plants in nurseries is very important to get better success of seedlings/ramets which is known only after certain period of time.
4. **Forestry works are seasonal and time bound and has to be executed accordingly. Hence, the tenderers may please note that pre-nursery preparation 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 nursery 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 nurseries is highly specialized and technical. Hence the tenderer should have the bachelor degree in Forestry and should have technical knowledge of raising nursery plants. The raising of ramets/seedlings is to be carried out species wise, provenance wise and clone wise, and the identity is to be kept in record as well as on the ground.

5. The descriptions of the nursery 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. The number of ramets/seedlings as per Annexure 'A' is indicative and only approximate. Actual quantity may be more or less of advertised quantity for which the contractor should not claim any compensation or extra rate. However the contractor has to raise and maintain Acacia hybrid and other species seedlings/Ramets as the case may be during **2023**.
7. MPM Ltd., reserves the right to increase/decrease the quantity +/- 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 nurseries and should satisfy themselves regarding the availability of notified nursery site 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 & Sagar** the terms and conditions of the contract that shall be embodied in the agreement before submitting the tender.

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

11. Only persons who have registered as Forest Contractors in the Office of the Chief Forest Officers, MPM, **Bhadravathi & Research, Thirthahalli & Sagar** and in the office of the Director (Forests), MPM, Bhadravathi can participate in the tender. Interested Forest contractor having degree certificate of Bachelor of Science in forestry who wish to carry out the notified works can apply through e procurement platform electronically (in the prescribed format). Any interested eligible person/firm who is not having registration is permitted to register with Chief Forest Officer, MPM, **Bhadravathi & Research, Thirthahalli & Sagar** 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, contact No.08282-295132, 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 **06.02.2023**. 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 of ramets (clonal plants)/seedling in polythene bags/ root trainers 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 Price format. 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 enclosed), 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 **Rs.65400/-** Earnest Money Deposit (This amount is the highest among **09** 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
  - b) 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.
  - c) Tender in respect of which earnest money is not deposited shall be summarily rejected.
  - d) 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 attach scanned copy of valid solvency certificate for an amount in the prescribed form as detailed below:

Sl.No.	Tender Amount (Rs.)	Solvency
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 in the prescribed form including the items noted below:

The rates should be quoted for raising and maintenance of Ramets /Seedlings which includes procurement and transportation of sand, red earth, manure etc., preparation of mother beds, sowing seeds, putting fence to nursery, levelling ground, mixing and filling of polythene bags/Root trainers/carrying seedlings/cuttings to containers, erection of humidity chambers, maintenance of Humidity chambers,

Transportation of cuttings, preparation of cuttings, hormone and fungicide treatment, watering, weeding, shifting, grading etc. the cost includes the material cost required for raising seedlings/ ramets. If any of these supplied by MPM, the cost of raising seedlings / cuttings will be proportionately reduced.

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** forest divisions 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, 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 nursery works particularly raising and maintenance of clonal/seedling 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, **Bhadravathi & Research, Thirthahalli & Sagar** Forest division 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 **06.02.2023**. 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 & Sagar** forest division 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 nursery work, but not below **Rs.10,000/-** in the form of Demand draft drawn in favour of Mysore Paper Mills Ltd., Bhadravathi, payable at Bhadravathi-577 302 (Karnataka State) on any scheduled bank having

a branch office at Bhadravati, 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 above, will be refunded after one year i.e., at the end of **March 2024**, 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 nurseries which includes sequentially procurement and transportation of Sand, red earth manure etc. preparation of mother beds, collection of cuttings/sowing of seeds, putting fence around nursery, leveling of ground, mixing and filling ingredients to poly-bags/root trainers, collection and transplanting of seedlings/cuttings, formation of mist chambers, watering, weeding, shifting, grading, culling pruning, fertilizing etc., as in the prescribed Annexure-c as per calendar of operations within 7 days of signing the contract agreement by taking over the nursery area from the concerned AFO 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 15 days, the security deposit amount will be forfeited by the MPM. Ltd and the contractor will be blacklisted and the contract will be terminated after giving 7 days notice in writing. And the same will be got done departmentally or through other alternative means at the risk and cost of the contractor.

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

40. The contractor has to take over charge of the Nursery allotted to him for working from the concerned AFO of MPM Ltd., before commencement of the work along with the nursery sketch and hand over its charge back after the expiry of contract period as detailed in the schedule with due intimation to the Chief Forest Officer.
41. The work should be done in accordance with the specification laid out in the office of the Chief Forest Officer, **Bhadravathi & Research, Thirthahalli & Sagar** under the close supervision of works by the AFO's of the MPM Ltd.
42. The amount of work is purely an accrual specification as per the sanctioned estimate.
43. 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.
44. Since the nursery 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.



45. 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.
46. As soon as the nursery 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/Measurement Book. The same shall be acknowledged/attested by the contractor in the FNB/MB with dated initials.
47. The Contractor shall raise only good and healthy Ramets /seedlings at the nursery as per the instructions and guidance from the concerned AFO. The number of polythene bagged seedlings/root trainer plants thus raised should be handled carefully with utmost care, and culling should not be more than 5% of the total seedlings raised in the particular nursery site. Any excess failure will be made good from the contractor recovering the cost of the seedlings. In case of water scarcity at nursery site during summer should be made good by arranging required quantity of water carried from nearest source.
48. The contractor at his own cost shall provide all the tools and implements required for the work. And only the required manpower in each Nursery area is to be engaged by issuing the tokens for particular unit as identification.
49. The contractor shall be responsible for the safety of Nursery items collected by him, the quantity thereon till its delivery back to the AFO after the nursery period. If any loss/damage occurs during the period, it shall be made good by the contractor as assessed by the concerned AFO's of MPM Ltd. and approved by the Chief Forest Officer, MPM, **Bhadravathi & Research, Thirthahalli & Sagar.**
50. 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.
51. The raising and maintenance of ramets /seedlings 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.

**(A) Guidelines for raising Acacia hybrid seedlings in 4x6'' / 4x8'' polythene bags & Root trainer trays in MPM nurseries:**

**Preparation of mother beds:**

- The seeds for raising Acacia hybrid seedlings in nurseries shall be supplied by MPM. The quantity of seeds supplied for raising one lakh seedlings is as detailed below.

*Acacia auriculiformis/sprinvale ----- 3.5 Kgs*

- The seeds should to be sown in standard raised mother beds of size 1M x 1M x 0.15M. The raised beds have to be prepared by using bamboo splits as side thatties. The ingredient viz,



Sand and red earth is to be collected and sieved in wire mesh. After discarding pebbles stones and dirt, the sand and red earth are to be mixed thoroughly in 1:1 ratio and filled into mother beds. Then soak the ingredient thoroughly with clean water to its saturation point Broadcast the seeds uniformly over the leveled surface of the mother bed and cover them lightly with a mixture of sand and red earth.

- Up shade pendal is to be provided by using hessain cloth/ plastic shade net by procuring the material. The height of shade pendal shall be 2 to 2.5 Meters and to be covered all around the mother beds.
- Watering should be done with fine spray by using Knapsack sprayer at regular intervals so as to keep the mother beds in moist condition, which is conducive for the germination of seeds.
- Spraying of insecticides and fungicides is to be taken up to avoid any fungal diseases and insect damage as and when the incidence is noticed and as preventive method as well.
- The mother beds have to be kept in a weed free state by removing the weeds at a regular interval.
- The transplantation of the seedlings is to be done after they attain four leaved stage by pricking them gently with out damaging the roots. In case of *Acacia auriculiformis* the transplanting is to be done at the button stage itself in consultation with the field staff.

### **Raising of Nursery Seedlings**

- Before collection of ingredients the nursery area is to be kept clean by scraping and leveling the entire area.
- Older barbed wire fence or brush wood fence is to be maintained in older nursery areas. In new nursery areas fencing should be provided to prevent cattle damage and biotic interference.
- The ingredients like Sand, red earth and farm yard manure/Forest top soil is to be procured, which includes the cost of the material. The sand is to be sieved in wire mesh and collect sand by discarding pebbles, stones and dirt. Red earth is to be well pounded and mixed thoroughly with sand and farmyard manure in 1:1:1 ratio. The ingredient thus prepared has to be moistened and filled in to the polythene bags properly with out leaving any air space.
- The polythene bags/Root trainer trays will be supplied by MPM at a rate of about 900 pbs / kg of 4"x6" size and about 680 pbs / Kg of 4"x8" size of poly bags and required number of root trainer trays.
- The polythene bags filled with ingredients are to be arranged in standard bed size holding 2000 bags.(10x200 bags). In case of Root Trainer Trays those will be arranged on metallic stands.
- The ingredient in polythene bags/Root Trainer Trays has to be watered thoroughly to its saturation point by rose cans before transplanting them with seedlings.
- Transplantation is to be done by pricking seedlings from mother bed at appropriate time. A hole is made in the moist ingredients in the pbs and the root portion of the seedlings are to be inserted in to it and press firmly with fingers with out leaving any air space.

- The watering to Root Trainer Trays/polythene bags will be done at regular intervals in the initial stage up to two months. The frequency of watering may be reduced after two months till the nursery period depending up on the need for growing healthy seedlings.
- Removing of weeds from the Root Trainer Trays/pbs is to be done once in a month for the entire period of nursery.
- Shifting of pbs is to be done before the roots start striking in to the ground. Shifting has to be carried twice during the entire period of nursery.
- Grading has to be done preferably by arranging the first grade while shifting second grade and third grade seedlings separately in beds.
- The shifted and graded seedlings are to be looked and fungal or insect damage to be prevented by taking up precautionary methods and by spraying pesticides/fungicides at regular intervals.
- The shifted and graded healthy seedlings are to be kept ready in nursery, by duly entering the number of seedlings bed wise in the register, for accounting and payment purposes.
- Shifting is required for the seedlings raised in root trainer trays as per the model estimate works schedule.
- In case of seedlings raised by poly bags/root trainer the minimum success shall be 95%, if not payment will be made by deducting the cost of seedlings of failure above 5%.

**(B) Guidelines for raising Acacia hybrid ramets in 4"X6" poly bags/Root Trainer Trays.**

- Scraping the grass, clearing unwanted growth and leveling the ground for formation of hybrid chambers and arranging root trainers – As per the schedule given by Chief Forest Officer.
- 
- Collection of good quality fresh sand and red earth in 1:1 ratio and transportation to nursery –
- Seiving of sand and red earth in wire mesh –
- Mixing of sieved sand and red earth, filling into root trainers/4"X6" poly bags and arranging on stands/ground (and pbs root trainers will be supplied by MPM) –
- Formation of 6mX1m bed with 4" wide X 4" deep water channel all around and erection of temporary humid chamber to accommodate 750 poly bags/750 cells of 150cc or 1500 cells of 110 cc Black sheet to be spread on ground @ 1.05 kg/bed and transparent sheet to be spread on humid chamber @ 1.15 kg./bed (sheet will be provided by MPM). Other materials like pegs, 18 guage GI wire and plastic threads are to be procured by Contractor. Humid chamber should be sealed around using sand to prevent escape of humidity from the chamber.

OR

- Formation of 45 ft L X 3 ft W x 3 ft H with 1 ft wide bed X 1ft deep water channel all around and erection of temporary humid chamber to accommodate 6000 poly bags/6000 cells of 150cc or 10000 cells of 110 cc Black sheet to be spread on ground @ 10 kg/bed and white transparent sheet to be spread on humid chamber @ 6 kg/bed black (sheet will be provided by MPM). Other materials like pegs, 18 gauge GI wire and plastic threads are to be procured by Contractor.

- Putting up shade pendal 6½ feet above humid chambers using hessian cloth or green shade net (Hessian cloth and green shade net of 75% shade will be provided by MPM and other materials like poles, 18 gauge GI wide, plastic thread and suthali are to be procured by the Contractor). Shade net should be erected in such a way that shade falls on all humid chambers through out the day –
- Sand and red earth filled in poly bags/root trainers are to be arranged on beds of humid chamber in such a way that the water channel surround the root trainers –.
- Cutting and collection of clonal material:- The Contractor will be shown the field/ clonal bank from where Acacia hybrid/material is to be collected. The Contractor should collect 7 node long apical cuttings only from upright twigs at dawn and before 7.30 A.M. After collection the contractor has to wrap met hessian cloth around shall bunch of cuttings to see that transpiration losses and heating are minimized. The Contractor should collect only the quantity of cuttings planned to be planted on the day –
- The cuttings collected in field are to be transported to nursery immediately after collection and before 8.30 am.
- The cuttings brought from field are to be kept under shade in nursery and the procedure to be followed for making plantable cuttings are to be done under shade –
- For making plantable cuttings, side shoots are to be trimmed, 2 leaves at the bottom are to be removed using secature and the remaining leaves are to be trimmed to half using scissors. The length of cutting should include only 5-6 nodes from tip and remaining portion should be cut using secature and discarded. The discarded material should be taken away to keep nursery clean –
- The plantable cuttings prepared in are then treated as given below. Two bottom nodes are to be dipped in 4000 ppm IBA root hormone for 5 seconds and then immersed in 25% -captan powder so that captan powder sticks to the cuttings. (IBA @ 0.35 gms/1000 cuttings, solvent and captan @ 120 gms/1000 cuttings and talk powder @ 120 gms/1000 cuttings will be supplied by MPM) 4000 ppm IBA solution is to be prepared afresh every day and any balance quantity left should be discarded and not to be used next day .
- IBA and captan treated cuttings are to be inserted in preformed hole in sand and red earth filled root trainers/pbs kept inside humid chamber. After insertion of cutting the soil around cuttings should be gently pressed from sides to see that there are no gaps left.
- The water channel should be filled and the transparent polythene sheet should be covered immediately and the sand should be porsed on edges to keep the hybrid chamber air and humidity tight.
- The humidity inside the chamber should be kept above 90% by regular watering of the water channel and watering/misting root trainers. This should be continuously done very day for 45 days in case of hydro pits for Acacia hybrid in poly house. 30-45 days is the time required for development of fairly good root system depending on species.
- After 45/30 days the root trainers/poly bags inside the chamber are taken away and kept outside on metallic root trainer stands.

- The rooted cuttings kept outside the chamber are to be watered 4 times every day using Rose can during the nursery period. Watering should not be done if there is sufficient rain during rainy season. Watering should be done till the poly bags/root trainers are transported to field for planting.
- Any weeds emerging and competing with rooted cuttings are to be removed. 3 weedings will be provided for the entire nursery season as indicated in respective model estimate.
- Rooted cuttings are to be provided with liquid fertilizer 2 times with a gap of 25 to 30 days. First dose is to be provided during April 15-20. To prepare liquid fertilizer @ 5 gm. of Suphala or DAP is to be dissolved in 100ml of water and applied to cuttings using Rose can. Immediately after application excess fertilizer on leaves should be washed by watering with plain water.
- The roots grown outside poly-bags are to be trimmed 2-3 times and kept in the beds(depending upon the duration of nursery period).
- In case of ramets raised in poly bags/root trainer the minimum success shall be 75% for Acacia hybrid if not payment will be made by deducting the loss of ramets for failure above 25% and 30% respectively. The contractor shall take care of safety of nursery plants and materials and same has to be retrieved after nursery period. The contractor has to make good the loss of if any by paying the cost to the mills.

Hence, the tenderer shall take due care of the nursery keeping the above parameters in mind. The contractor can discuss the nursery development procedure from AFOs/CFOs before starting the nursery works. For any lapses, the entire cost incurred on such works will be made good from the contractor.

52. 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 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.
53. If the progress of work in the nursery 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., **Bhadravathi & Research, Thirthahalli & Sagar** will be final and binding on the contractor.
54. The contractor shall render monthly accounts of the Nursery 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.

## VII. PROFORMA - I

Progress report showing the particulars of Nursery activity in -----  
-----Nursery Unit area for the month of-----

Name of the contractor:

Year & Name of the Nursery & Unit No.:

Species Raised:

No. of seedlings/Ramets Raised

Date of signing agreement:

Date of work order:

Date of taking over the contract Nursery area:

Name of the Species & Size of container	Operations/ activity carried out	Date of commencement	Date of completion	Date of measurement by the AFO's	Remarks
1	2	3	4	5	6

Date:

Place:

Signature & Name of the contractor

### SAFETY REQUIREMENTS:

55. The contractor is wholly responsible for the protection of Nursery against pilferage any cattle damage, etc., from the date of execution of the agreement with MPM till he completes the works and hand over the nursery back to the MPM Ltd.
56. **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 nursery. The contractor shall make arrangements for "Watch and Ward". The contractor is responsible for any theft and pilferage of any material stocked at the nursery site.
57. **PREVENTION AGAINST ANIMAL DAMAGES:** The nursery area should be protected from damages caused to nursery plants by cattle, dogs and other domestic animals and if any loss incurred shall be made good by the contractor.

### PERIOD OF CONTRACT:

58. The period of contract shall be from the date of executing of agreement up to **30.07.2023**.

### CALENDAR OF OPERATIONS:

59. It is essential that nursery work is properly organized as per the guidelines issued above in this tender document. The contractor shall do the various works connected with a nursery 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 nursery is jeopardised. The tenderer should not commence any work/operations without the written permission of the concerned Chief Forest Officer.

## **PAYMENT TERMS:**

60. **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 cost for the nursery materials provided by MPM like polythene bags, RTTs, Agro-shade net etc., required for raising nursery would be proportionately deducted from the tendered amount.

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.

61. 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 amount 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.

62. The payment towards different nursery activity shall be made by the Chief Forest Officer, **Bhadravathi & Research, Thirthahalli & Sagar** 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.

63. 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.

64. 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.

65. Rates once quoted shall remain firm and final throughout the contract period without escalation. (Other than service tax applicable).

66. 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:**

67. 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.

68. 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.
69. 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.
70. 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.
71. 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.
72. 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.
73. 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.
74. 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.
75. 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.

76. For all acts of omissions and commissions resulting in the breach of the agreement conditions during contract period, the contractor will be solely responsible.
77. 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.
78. Since this contract involves transporting of ingredients/nursery materials, 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:**

79. 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.
80. In case of any errors noticed in the nursery 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.
81. In case of any dispute arising regarding this contract such dispute shall 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 & Sagar** and the decision of the Director (Forests) shall be final and binding on the contractor.

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

82. 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:**

83. 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.
84. 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:**

85. 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:**

86. 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:**

87. 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.

88. 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 :**

89. 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.

89. The following Schedule is appended to this notification.

Schedule Annexure 'A'- List of Nursery/plants and amount of EMD amount to be deposited.

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

Part- II -Price Format

Schedule Annexure 'C'- Work criteria of Raising of Remits/seedlings

**ANNEXURE – ‘A’ (Enclosed)**

**Details of Nursery/Units of MPM Forest Divisions**

**Attached In E portal**

**Part-II**  
**Price bid**

**Separately Attached in E Portal**

**Annexure-C1 & C2**  
**Work criteria and Nursery operations and implementation**  
**Separately Attached in E Portal**