

THE MYSORE PAPER MILLS LTD

(A Government of Karnataka Undertaking)

No MPM/DF/RM/E&T/2019-20/ 008
CIN : L99999KA1936SGC000173

Office of the Director (Forests)
MPM.Ltd.,
Paper Town, Bhadravathi
Phone : (O) 08282 270094
Date : 10-09-2019

SHORT TERM E-TENDER NOTIFICATION

Sub: Short term e-Tender for extracting, debarking, loading, transporting and unloading of Acacia/Acacia Hyb pulpwood from the various plantations existing within the jurisdiction of MPM Divisions (Sagara, Thirthahalli, Research) to M/s. WCPM Dandeli industries from the areas as detailed in the schedule Annexed during 2019-20 season.

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Short term e-Tenders from Registered Forest Contractors of MPM will be received by the Director, (Forests), MPM, Bhadravathi, officer authorized by him up to **11.10.2019 17.30** hours for (a) extracting, Acacia/Acacia Hyb pulpwood, debarking, stacking, carting to lorry path and for (b) loading, transporting and delivery, including unloading of pulpwood at M/s. WCPM Dandeli, from the areas as detailed in the schedule Annexed, during 2019-20 season.

The Tenders shall be submitted through e-Procurement Portal Only.

1. Tender forms may be downloaded from e-Procurement Portal website i.e. <https://www.eproc.karnataka.gov.in>.
2. Time for receipt of the tender is up to **17.30** hours on **11.10.2019**
3. The Tender will be opened at **15.00** hrs on **14.10.2019**.
If the tender opening date i.e. **14.10.2019**. is declared as holidays for any reason, the Subsequent working day will be valid for all purpose.
4. **Contractors are required to get registered as contractor with the MPM in order to participate in this e-tender.**
5. The tenderers are advised to inspect the plantations, in advance and should satisfy themselves regarding the availability of notified with bark/debarked quantity of pulpwood in the unit, distance and all other prevailing conditions as complaints regarding such matters will not be entertained subsequently after the receipt of tenders.
6. The descriptions of the estimated yield and other particulars shown in the schedule referred to above, though believed to be correct, are only meant as a guide which is open to the tenderer to verify by personal inspections or otherwise.
7. Rate should be quoted per Metric Tonne (MT) separately for (a) for extraction, Converting in to Billets of 6 feet length, debarking, stacking, carting to lorry path and (b) for transportation including loading, unloading and delivery to M/s. WCPM Dandeli industries as shown in the Schedule & billing after execution of the said works Unit of Metric Tonne (MT) specified shall be the weight of the material as certified by the concerned authorized official of the Factory at the receiving point i.e. the pulpwood yard of the respective Factory/Mill and other consignee.

8. The rates quoted for extraction and transportation of pulpwood shall be in Rupees without fraction there off.
9. Tenderers should submit the EMD to the e-portal only, as detailed in the schedule & Tender processing fee through any of the following modes only.
 - i. Credit Card
 - ii. Debit Card
 - iii. National Electronic Fund Transfer (NEFT)
 - iv. Over the Counter (OTC) (ICICI Bank)

EMD furnished by the successful contractor will also be converted as a part of security deposit

10. Tenders 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 shall be submitted on behalf of such Company / Firm.
11. In case the tender is to be given in the name of a Company, a power of Attorney, duly issued by the Company shall be enclosed.
12. In case the tender is to be given in the name of a firm, then all the partners of the firm should sign the tender form and the deed of partnership to be produced with the tender form duly filled in, or Xerox copy of the same. In case it not possible for all the partners to sign the tender forms, then the partner signing the tender should sign on behalf of all the partners and on behalf of the firm and submit the tender enclosing the Xerox copy of the partnership deed to the tender.
13. Tenders from persons who are blacklisted, convicted, who have failed to Execute the Agreement as per Tender conditions after successfully participating in earlier tenders of the MPM or those who having executed agreement have failed to complete the work or those who are defaulting Contractors in respect of any of the conditions of past contracts or tenders from persons those, who are minors, who have failed to pay Government dues, or who are insolvent shall not be accepted. If during the course of contract period, it is revealed that the person is black listed or a defaulter in any of the respects stated above, or insolvent or has failed to pay the Government or MPM dues, or is a minor, the contract will be liable to be cancelled forthwith and the contractor will have no claim on contract wages, if any due to him in respect of the work already carried out by him and he cannot claim any compensation for cancellation of the contract.
14. Tenderer should give his full name, father's name, correct address, and telephone number and all other information required in the Appendix.
15. Amendment or Addendum or Corrigendum, if any, to this notification will be notified in the e-portal. Contractors are requested to take note of the same.
16. At the sole discretion of Director (Forests), MPM Ltd., number of units that can be allotted to each contractor or the total quantity that can be entrusted to each contractor for extraction and transportation can be limited to a reasonable number /quantity. **The units not allotted to L1 will be allotted to L2, L3 etc. provided they agree to carry out the work at the rate offered by L1.**

17. Where a Contractor is successful in bid process for more than 5 units, he shall be eligible to get allotment of maximum 5 units and the management of the MPM will have discretion to allot the units among other bidders at L1 rate if L2/L3 bidders agree.
18. The Director (Forests), MPM, reserves the right to delete any Unit of the schedule or sub-divide the Units into two or more sub-Units and award the additional sub-Units to any other Contractor, depending on the exigencies of the situation, either before awarding the contract Unit or at any time during the period of contract depending on the progress of work.
19. The destination for transportation of the material of each Unit, will be M/s. WCPM Dandeli purely depending on the circumstances, logistics etc., as decided by the MPM.
20. It is hereby made clear that the acceptance or otherwise of the tendered Units are also dependent on the overall quantity required to be supplied to the buyers who quote the most profitable rates to MPM. In case the quantity for which tenders received is more than what is required for buyers, the number of units (to which contracts will be awarded) will be restricted to the actual requirement of buyers. The acceptance of tender is subject to confirmation by the Managing Director, MPM who may confirm or reject any tender including the lowest tender, without assigning any reasons thereof. His decision in this regard shall be final.
21. In the normal course, subject to the requirement of buyers, contracts for tendered Units will be awarded to the lowest tenderers. If the rates quoted by lowest tenderer are not feasible to MPM, the tenderer will be called for negotiation of lower rates. However, if the Managing Director / Director (Forests), MPM feels that the lowest tenderer has successfully tendered for more Units than he is capable of handling, the Contractor will be awarded contract for a limited number of Units only, keeping his overall workload in view. The Units not awarded to the successful tenderer (due to the above reason), will be normally allotted to the person who has quoted the next lowest rate for the same Unit, at the rates quoted by the lowest tenderer, provided the second lowest tenderer is capable and willing. In case he is not able or willing, then the option will be given to the third lowest tenderer, and so on. If no tenderer of that Unit is available, then the Managing Director/Director (Forests), MPM may allot the balance work to any other person who has participated in the tender, at the rate on par. In exceptional cases, the Managing Director/Director (Forests), MPM, at his discretion, may allot the remaining Unit to a known Contractor with good working capabilities based on past track record, keeping in view the larger interest of MPM Ltd.
22. In case where contractor has quoted the lowest rate (L1) but is disqualified for any reasons, the next bidder (L2) shall be considered, provided he agrees to take up the work at the lowest rate (quoted by L1) in the e-tender for that particular unit.
23. The contractor after extraction of the material has to stack the material properly in the field till the same is loaded into Lorries. After the materials are loaded into Lorries, proper measurement of each Lorry load has to be taken and the details of such measurement shall be recorded in a register along with the vehicle number, date & time of arrival of the lorry, time of departure of the lorry, name of the Driver of the said vehicle etc., so as to make these records available for the inspection of the higher authorities of the MPM LTD., at any time. After the same is done, the lorry will move to the nearest weighbridge, where the weight of the loaded lorry will be taken and recorded. When the loaded lorry reaches the factory site /material depot of the industry concerned, once again the lorry will be weighed and weight recorded.

24. The Managing Director/Director (Forests) MPM, reserves the right to allot the material to the factory site of any industry or to its nearest tenkey depots until such orders are passed the deposits of the L1 and L2 for all the factory site and depots will be retained with MPM. Once orders are passed by The Managing Director/Director(Forests), MPM, the EMD of other contractors except that of the successful Contractor will be refunded. There might be different L1 for different location. (M/s.WCPM Dandeli) The Managing Director/Director(Forests), MPM has right to allot to any L1 Contractor whose rates are profitable to MPM.
25. The quantity notified in each Unit as stated in the schedule, is only approximate and the actual quantity may be more or less of the notified quantity for which the Contractor shall not claim any compensation or extra rate. The tenderers should satisfy themselves as regards the location, distance and all other particulars and no subsequent complaints will be entertained.
26. **Basis for award of contract** : Depending on the circumstances, the contract will be awarded separately or in combination of the following works.
- a) Extraction, Debarking, Stacking, Carting and stacking at truckable point.
 - b) Transportation and delivery including loading and unloading of the pulpwood at the buyers site.
27. These are considered as separate independent items and the rate quoted for each items of works will be treated separately. For determining lowest rates in case of both extraction and transportation works are to be considered together at the lowest rates obtained after adding the rates quoted for both extraction and transportation. The MPM Ltd., reserves the right of entrusting the works of extraction & transportation as mentioned above in (a) & (b) either as independent items or together keeping in view the larger interest of the MPM.
28. For awarding the contract, the MPM has worked out a reasonable working rate taking into account the schedule of rate and prevailing market rate and indicated it as approximate value/ cost of the tendered work. Any rate which is below 20% of the rate will be considered as unbalanced rate. If any tenderer quotes rate below 20% of working rate and if that rate is lowest, then the Tenderer will be called upon to pay the difference of the rate quoted by him and 80% of the cost of the tendered work as additional performance security within a period of 10 days of communications from the Director (Forests), MPM. The confirmation of the Tender unit is subject to remittance of difference amount as deposit. If the tenderer fails to pay this difference amount his tender will be rejected, EMD paid by him will be forfeited and the next lowest tenderer is considered for award of contract.
29. The result and acceptance of the tender will be communicated to the successful Contractor, within **60 days** from the date of opening of the tender, by registered post with acknowledgement due and by notifying the result on the Notice Board.
30. If any tenderer (if his tender is the lowest which is ordinarily acceptable) withdraw before the result of his tender is communicated to him within the 60 days of opening the tender, the EMD deposited by him with the tender will be forfeited to MPM.

31. The successful tenderer shall, within **15 days** of communication of the results, deposit the sum equal to **5%** of the value of the extraction and transportation amount or Rs 1.50 lakhs, whichever is less, as Security deposit. For this purpose the Earnest money deposit submitted by the successful tenderer will be converted as security deposit. In case the security deposit falls short of Earnest money deposit the difference amount shall be remitted through Demand draft drawn in favour of The Mysore Paper Mills Ltd., payable at Bhadravathi-577 302 and execute an agreement on a stamped paper of the requisite value, at their cost embodying the conditions of the contract, with the concerned Chief Forest Officers, MPM Ltd. After signing the agreement, work should be started immediately and work should be carried out continuously till the completion of work.
32. The tenderer shall not assign and or transfer the contract to any other person or party without specific orders in writing by the undersigned, who at his discretion may permit such assignment or transfer on payment of a reasonable fee.
33. The GST, Professional Tax and Income Tax clearance certificates should be produced at the time of executing the agreement. The certificates thus produced should not be of more than 6 months old.
34. In the event of failure to execute the agreement within the prescribed period, the EMD of the successful tenderer shall be forfeited, the tender offer will be annulled and the work will be got done through another agency.
35. Copies of Standard Agreement and other particulars will be available for inspection in the office of the undersigned/Chief Forest Officers, MPM on any working day during the office hours. Tenderers are advised to make themselves conversant with the conditions of the agreement before making their offers. No plea of ignorance of any of the conditions will be entertained later. The tenderers/bidders are advised to seek clarifications on doubts if any, before submission of their offers. Such clarifications shall be asked for and obtained from the undersigned in writing.
36. Before commencing the work of felling and conversion, the contractor shall get the boundary of each plantation or cutting area (coupe) clearly identified by the MPM staff, through survey sketch authorized by the Field Officer and the contractor shall mark sufficient number of boundary trees with red paint bands under the supervision of the MPM staff authorized. The contractor shall also ensure that the workers engaged in the actual work are also shown the boundary and are fully aware of it. The contractor will be held responsible for any violation of the boundary by his agent or workmen. The contractor at his own cost shall provide all the tools and implements required for the work.
37. The contractor shall start the work immediately after signing the agreement. The monthly schedule for preparation and transport of the pulpwood will be as follows.
- | | |
|--------------|-------------------------------------|
| First month | 15% of Estimated quantity |
| Second month | 30% of Estimated quantity |
| Third month | 30% of Estimated quantity |
| Fourth month | All the balance quantity available. |

PENALTY:

If the progress of the work is not in accordance with the monthly schedule, a penalty of Rs 60/- per MT on the shortfall in the monthly target will be imposed. Even after imposition of penalty if the Progress of the work is not satisfactory, Agreement will be cancelled and Security Deposit will be forfeited and work will be carried out departmentally at the contractors risk and cost

The time period of 3 to 5 months is allocated as “work duration” (depending upon the quantity) which can be extended by a maximum of 3 months, by the Director (Forests), MPM Ltd., with a penalty of Rs.60/- per tonne per month on the remaining quantity to be extracted and transported. No further extension will be granted under any circumstances.

38. In case material extracted and stacked by the respective contractor is left behind in the coupe because of inordinate delay or failure of the transport contractor, the MPM will take appropriate action to get such material transported at the risk and cost of the defaulting contractor. Payment for extraction and stacking will be made to the respective contractor only on the basis of weight confirmed at the mill premises weighbridge, and not on the stacked volume in any circumstances. MPM will not be liable to compensate the said contractor for any loss or inconvenience arising from such a situation.
39. If the materials supplied to the industries are rejected by the industries concerned due to lack of proper debarking of the pulpwood or any other reason or if any penalty is levied by the industries for the same, the loss thereon will be recovered from the contractor concerned who has been entrusted the work of extraction and debarking or extraction & transportation as the case may be. The MPM Ltd., is in no way responsible if the Lorries are made to halt at the factory site of the industries due to lack of quality of the materials as per agreement entered into by the MPM Ltd., with the industries. The specifications and standard to be maintained for extraction and stacking by the Contractor are as explained in clause No. 41 & 42 below.
40. Trees should be felled as low as possible preferably flush to the ground and stumps should be at height of not more than **10 cms.** from the ground level. In case of the stumps exceeds 10 cms. from the ground level, a penalty equivalent to the amount spent for getting the above work done will be levied. Besides, the contractor at his cost shall trim down such stumps with saw so that they do not exceed the height of 10 cms from ground level, failing which, this will be got done at the risk and cost of the contractor. Any expenditure incurred by the MPM Ltd., for such works are recoverable from the bills/ Security deposit of the contractor. Further, at the end of the works during handing over of the area back to the MPM Ltd., the concerned Chief Forest Officer, MPM Ltd., will draw up a mahazar in which the quantum of pulpwood lost on account of leaving the higher stumps and/or unfelled trees above 20 cms girth and/or felled trees not converted will be assessed and same will be recovered from the bills/ security deposit of the concerned contractor. The contractor shall obtain a certificate from the concerned Chief Forest Officer, MPM Ltd., regarding the complete extraction of standing trees before shifting of their labourers from the plantation. Other wise, for every tree (above 20cms girth) left un-extracted a penalty of Rs. 50/- per tree will be recovered from the contractor. Felling of the trees and conversion of pulpwood billets shall be done only by cross cut saws to prevent wastage. Axe should not be used for felling, other wise the contractor should be penalized to the extent of loss of pulpwood as assessed by the concerned Chief Forest Officers, MPM Ltd., at highest procurement rate of purchase.

Length of billets - 6 feet. The pulpwood stack to be prepared by fully debarking the billets with Minimum diameter of 1½” at the thinner end.

The Eucalyptus without bark pulpwood billets shall with a minimum diameter of 1 ½ (Inches) at the thinner end and maximum tolerable diameter is 8 inches.

41. The contractor should note that after the materials are extracted, materials lesser than 1½" size at thinner end which can be used for tomato sticks will be sold by the MPM Ltd., separately by way of local auctions.
42. The contractor himself at his own cost should do repair of existing roads. The contractor should not cut any tree or clear fell any bamboo clumps for formation of roads without prior permission of the concerned Chief Forest Officers, MPM Ltd., in writing for movement of his Lorries. The contractor should stack the lots along the existing roads only. After the completion of work, the contractor shall repair the plantation Roads wherever damaged.
43. In all matters not specifically provided for and in all matters of dispute about the rates, quantities, measurements, etc., and in all disputes of any kind, in the first instance be referred to the Director (Forests), MPM Bhadravati and within 90 days the Director (Forests), MPM shall take decision and the decision of the Director (Forests), MPM Ltd., shall be final and legally binding on the contractor. The tenderers should satisfy themselves of the availability of noted quantity of material in plantation, distance and all other particulars in advance and no subsequent complaints will be entertained after the receipt of tender.
44. The contractor shall be present in the contract area and supervise the work personally during the currency of the contract. In case he is unable to personally supervise the work, he may appoint agent approved by the concerned Chief Forest Officer, provided the contractor shall furnish a power of attorney on stamp paper of prescribed value in his favour to represent him on his behalf to do any act which he has undertaken to do under the terms of agreement. He or his authorised 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 approving 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.
45. The contractor shall take precautionary measures not to damage or obstruct the telephone or electric lines and the poles in the plantations/forest during the period of contract.
46. The cutting of trees, their collection, debarking and stacking shall be carried out, according to the instructions or programme laid down by the Chief Forest Officer, MPM Ltd., from time to time pertaining to this contract.
47. The contractor is wholly responsible for the protection of allocated area of the plantation against pilferage, theft etc., from the date of execution of the agreement with the MPM till he completes the work and hand over the area back to the MPM Ltd.
48. **PROTECTION FROM FIRE:** The contractor shall make his own arrangements for the protection of pulpwood and the standing growth from fire in the contract area. The contractor shall keep the boundary line of the contract area clear of undergrowth to a width of 6 Meters and fire traced. In addition, fire tracing should be done up to a width of 5 meters along the sides of the internal roads. These works should be taken up by the contractor immediately after signing the agreement and these fire traces should be maintained till the coupe is handed back to the MPM Ltd., the contractor shall make his own arrangement by engaging sufficient labour on fire protection work and shall keep the fire lines cleared by frequent sweeping and cleaning and take all precautions

to prevent fire in the area and protection of Acacia/Aca Hyb. pulpwood collected.

49. In case the contractor fails to take up the fire protection measures in time or it is found that the arrangements made by him are inadequate, then this work will be got done departmentally by the MPM Ltd., at the risk and cost of the contractor. Any expenditure incurred by the Mill for such fire protection measures are recoverable from the bills/Security Deposit of the contractor.
50. Any incident of fire in the area, the contractor will be fined equivalent to the loss sustained by the MPM Ltd., as assessed by the concerned Chief Forest Officer. Due to the fire accident, if any pulpwood is burnt, the cost of pulpwood will be recovered apart from imposing fine for the said negligence as assessed by the Chief Forest Officer/Director (Forests), MPM, Bhadravati. And in case the plantation is insured, the gross loss minus insurance claim settled also will be recovered from the concerned contractor's account.
51. Fire damage will also include damage to the standing crop and the Chief Forest Officer or officers authorised by him will assess such damage and it will be recovered from the bills of the contractor/security deposit. In all such matters and in case of dispute, the decision of the Director (Forests), Bhadravati will be final.
52. **Statutory Requirements:**
53. The contractor shall adhere to perform every duty and act, expressed in the conditions of the tender notice. The contractor shall at all times comply with the provisions of the Karnataka Forest Act 1963 and Karnataka Forest Rules, 1969 and any statutory modifications thereof, from time to time in force there under, respectively.
54. The contractor shall adhere to all the Forest Rules and regulations during the performance of the contract. The contractor shall comply with the transit rules in force framed under Section 50 of the KARNATAKA FOREST ACT 1963 AND RULES 1969.
55. 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.
56. The Contractor shall be responsible for and shall pay any compensation to his own workmen payable under the Workmen's Compensation Act 1923 (viii of 1923) for any injury caused to the workmen or death caused or occurred during the execution of work. If such compensation is to be paid by MPM as Principal under Section(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. Statutory insurance required for the labourers shall be covered by the respective contractor.
57. 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 Rules framed there under.

58. 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, MM 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 developing 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.
59. For all acts of omissions and commissions resulting in the breach of the agreement conditions during contract period, the contractor will be solely responsible.
60. Children below 18 years shall not be employed.
61. The forest permit/delivery note for transport of pulpwood by truck will be issued by the authorized staff of the MPM, as and when the truck is loaded and ready to proceed. The loaded volume of the pulpwood will be entered in the permit. The signature of the Contractor or his authorized representative will be obtained on each pass at the time of issue, in token of having handed over the truckload of pulpwood to the Contractor. After issue of the pass with the signature of the Contractor or his authorized representative, the responsibility for safe delivery of the pulpwood rests with the Contractor. The Permit fee as per rules has to be borne by the contractors.
62. The loaded trucks should be weighed at the nearest weighbridge en-route. One of the officials of the MPM shall accompany the loaded truck up to the nearest weighbridge en-route and take the weight of the pulpwood. The weight shown in the weighment slip and the volume measurement stated in the pass will be crosschecked with the weight buyer's weighbridge to see if there is any undue variation. The onus of explaining for the shortage shall lie with the contractor entrusted with the loading, transportation and unloading. The MPM personnel may be stationed at the buyer's weighbridge, for this purpose. The weighment charges have to be borne by the contractors.
63. The day-to-day list of weighment of the individual trucks recorded shall be prepared in a serial order and sent by courier to the respective Chief Forest Officers, MPM Ltd., by the transport Contractors. The respective Chief Forest Officers, MPM Ltd., shall compare the original weight and the factory weight and if there is any loss/difference in weight beyond 25 kg per MT, The value of the differential weight will be recovered from the transport Contractor at the time of settling of bills.
64. In the normal course, the truck shall reach the destination within **24 hours** from the time of issue of transit pass, if there is delay, it will be up to the contractor to provide satisfactory explanation.
65. The Contractor should stop the vehicles at all the forest check-post and produce the transit pass and other documents for verification by any field staff of the Karnataka Forest Department/ MPM at the check-post or anywhere else. The Contractor shall abide by the provisions of the Karnataka Forest Act 1963, and Karnataka Forest Rules, 1969.
66. Before preparing the materials and loading in to Lorries, the transport contractor should ensure that the size & specification of the materials are as per the agreement conditions entered into by the MPM Ltd., with the industries concerned. Any dispute as regards the size of the materials because of which chances of rejection of the materials by the industries are there, in such cases should be got settled by the contractors at

67. the site itself in consultation with the concerned Chief Forest Officers/his authorised representatives of the MPM Ltd.
- 68. To avoid any possible theft cases from the plantations, some coloured mark may be required to be posted at the exposed butts of the billets at the rear of the lorry, to distinguish MPM material from the private materials.**
69. No pulpwood should be unloaded en-route for any reason without previously intimating the concerned Chief Forest Officers, MPM Ltd., and obtaining permission in writing for genuine causes like break-down, etc. On failure to do so, it may be presumed as illicit removal by the Contractor and may result in levy of penalty or/and cancellation of the contract and also recovering value of such material from the contractor.
70. The contractor shall prefer the bills for completed works once in a month to the respective Chief Forest Officer, MPM Ltd., through the respective Range Forest Officer, for making payments. The bills so preferred will be paid as early as possible by MPM Ltd.
71. In case a separate contractor has been entrusted the extraction, debarking, stacking, the bills for this work shall also be settled only on the basis of final acknowledgement in the receiving Mill, and not on the basis of any measurement in the field. The MPM shall not however be held liable for any inconvenience or loss due to accumulation of material in the coupe, and the contractor entrusted with extraction, barking/debarking and stacking shall be responsible to regulate the speed of his work in co-ordination with the transport work and the demand by the receiving mill/factory. Clause **(27 & 28)** above may also be referred to in this context.
72. Recovery of income tax at source will be made from each bill of the Contractor as per statutory rates.
73. Any demand for extra rate necessitated by closure of the road on the regular routes and for transport through alternate routes or for any other reason, will not be entertained.
74. Once the plantations earmarked for extraction are put in possession of the contractors the responsibility of protection of the plantations against fire and theft lies with the contractors. In case any such incidents are noticed, the loss thereon will be recovered from the contractors as calculated by the MPM Ltd.
75. The movement of pulpwood Lorries in the Forest will be from sunrise to sunset only.
76. Supplies will be received by the buyers round the clock (all the 24 hours). Staff of MPM may once again take the volume measurement and also the material will be weighed at the buyer's weighbridge.
77. Should any dispute arise either in the extraction and transportation of Eucalyptus / Acacia pulpwood or with regard to the interpretations of the terms and conditions, the decision of the Director (Forests), MPM, Bhadravathi, shall be final and binding on Contractor. Appeal, however, shall lie with the Managing Director, MPM, Bangalore.
78. Governing Law and Jurisdiction: 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 Bhadravati, Karantaka State, India.
79. In the event of any controversy claim or dispute arising between the Supplier/Contractor and the Purchaser on any matter, relating to the Order/Contract or

80. arising out the breach thereof, if the decision is not made by Director (Forests), MPM, Bhadravati within 90 days, or a decision is not acceptable to the contractor, the same shall be revered to the arbitration of one person if mutually agreed upon between the parties, otherwise two arbitrators one to be appointed by each party to the reference.

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

81. The Law Department, Government of Karnataka has released a Circular No LAW/273/LAC/2012 (Bha) dtd 10.01.2014 to incorporate the following 'arbitration clause' in all Government contracts and avail of the services of Arbitration Centre-Karnataka (Domestic & International), Bangalore, which is re-produced:

“Model Arbitration Clause: Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre-Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules”.

82. Any clarifications may be obtained either from e-procurement Helpdesk: 080-22485867/22485927 or The Director MPM Ltd., Bhadravathi. Ph. No: 08282-270094 on or before 07.09.2018 upto 17.30 hours.

83. Force Majeure: 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 Act of Lawful Govt., Revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, act of God or act of States without limiting the foregoing, any other causes not within the control of the party, whose performance is interfered with and which, by the exercise of reasonable diligence is unable to prevent whether all the cause, pre-cause herein before enumerated or not. 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.

84. The tenderers should possess valid MPM Forest License at the time of participation in the tender. Tenders without valid forest license will be rejected. The original valid forest license should be produced, at the time of execution of the agreement.

85. The Earnest Money Deposit of the successful tenderer (L1) and the second successful tenderer (L2) will be retained by this office until the tenders are finalized.

86. Schedule appended to this Notification.

For MPM Ltd.,

Director (Forests) i/c